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CURRENT TOPICS.

THE ANNUAL provincial meeting of the Incorporated Law Society is fixed to be held at Oxford on the 8th of October and following days, when Sir H. H. FOWLER, M.P., will deliver the presidential address. Most people will agree that the new president is to be ranked among the few members of the Legislature who are statesmen, and his qualities in this respect are likely to render his address a somewhat striking exception to the ordinary run of these performances.

WE HAVE often wondered why successive presidents, instead of cataloguing the legislation of the year and recounting past controversies and the various subjects which have occupied the Council during the previous year—all already dealt with in the annual report—did not seize upon some one topic of paramount interest to the profession, and devote the whole of a comparative short address to vigorously enforcing the view taken by solicitors on this subject. This would not only enable the president's remarks, which now frequently fill a bulky pamphlet, to be cut down to reasonable dimensions, but would, we submit, be far more effective in the way of influencing the public mind and the action of official persons, which is the first object to be aimed at in these addresses.

THE NEW Rules of the Supreme Court, the draft of which was published by us some weeks ago, have now been issued in their final form, and they contain two rules which are designed to give clients a summary remedy for obtaining money or securities in the hands of their solicitors. Under the first the client will be able to issue a summons for delivery of a cash account, or the payment of moneys, or the delivery of securities; and the court may order the solicitor to deliver a list of the moneys or securities which he has in his custody or control on behalf of the applicant, or to bring the whole or any part into court. If the solicitor alleges that he has a claim for costs, provision may be made for securing payment, or for the protection of any lien which he may have. The second of the two rules referred to provides for interim payment by the solicitor during the taxation of a bill of costs, or the taking of an account between himself and his client. If it appears that there must in any event be moneys due from him to the client, an interim certificate of the amount so payable may be made, and an order made upon it that such amount shall be paid to the client or brought into court. Against the policy of these rules—especially having regard to recent occurrences—no complaint need be made. A solicitor consults his own interests if he pays over to his clients as speedily as possible moneys which he receives on their behalf; and where this is not done, and the client, losing confidence, presses for an account and payment, he is entitled to as speedy relief as can be given to him consistently with legal procedure. This relief will be available under the new rules.

IT MAY well happen that a testator who was perfectly competent to give instructions for his will has become by the time the will is ready for execution too ill to understand its contents, and the question then arises whether, if he executes it in such a state, it can be regarded as made at a time when he was of testamentary capacity. The Privy Council have recently in *Perera* v. *Perera* (1901, A. C. 354) sanctioned the rule for such cases laid down by Sir JAMES HANNEN in *Parker* v. *Felgate* (8 P. D. 171). "If," he said, "a person has given instructions

to a solicitor to make a will, and the solicitor prepares it in accordance with those instructions, all that is necessary to make it a good will, if executed by the testator, is that he should be able to think thus far, 'I gave my solicitor instructions to prepare a will making a certain disposition of my property. I have no doubt that he has given effect to my intention, and I accept the document which is put before me as carrying it out.'" Accordingly, in that case the jury pronounced in favour of a will, the instructions for which were given when the testatrix was quite competent, but the execution of which took place after she had fallen into a state of coma, and when it was only with difficulty that she could be roused to consciousness. In *Perera* v. *Perera* the circumstances were similar. On the 1st of June, 1896, PERERA, who was then very ill but quite conscious, gave instructions for his will to a notary. The notary was between two and three hours taking the instructions, and the testator had his deeds before him. By the 4th of June, when the will was brought for execution, the testator had become much worse, and was in a state of stupor. He was roused, however, and the will was read over to him clause by clause. There was considerable evidence that he understood it, but, at any rate, he was sufficiently conscious to execute it in reliance upon the notary having carried out his instructions, and in accordance with the rule quoted above, the will was held to be valid. The rule was fitly described by Lord MACNAGHTEN, who delivered the judgment of the Judicial Committee, as good law and good sense.

DIFFICULTY has frequently arisen over tenancy agreements which contain a provision that the rent shall not be raised, or that the tenant shall not be disturbed, so long as the rent is paid. In *Doe* v. *Browne* (8 East 165) there was an agreement to lease at a certain yearly rent, and that the lessor should not raise the rent, or turn the tenant out, so long as he paid the rent. Lord ELLENBOROUGH, C.J., held that this was either a yearly tenancy, in which case the condition restricting the usual right to give notice to quit was repugnant and void; or it was a lease for life and was bad as not being created by deed; and upon this point Lord ELDON, C., agreed with him when the case was in equity: *Browne* v. *Warner* (14 Ves., p. 158). In *Cheshire Lines Committee* v. *Lewis* (50 L. J. Q. B. 121) there was a written agreement by a railway company for a weekly tenancy, and at the same time a written memorandum that the tenants should have the premises until the railway company required to pull them down. Here again it was held that if the tenancy was weekly the added term was repugnant; while, if it was for a longer period, this must be for life determinable on the happening of a certain event, so that to be effectual it should have been by deed. In *Adams* v. *Cairns* (*Times*, 11th inst.), decided by the Court of Appeal this week, the special circumstances of the case enabled the court to give a decision more conformable to the intentions of the parties. A lessee held under a term which would expire on the 24th of June, 1901. In January, 1900, he let part of the premises to the plaintiff for a barber's shop at a rent of 7s. a week by a memorandum which contained the words, "the rent not to be raised during my present tenancy." The sub-tenant paid £20 for the business and expended £10 or £15 in doing up the shop, so that he clearly contemplated remaining for a substantial period. The lease was surrendered to the defendant, the freeholder, who claimed to treat the plaintiff as merely a weekly tenant, and, but for the restriction upon the term during which his rent was not to be raised, he would have been liable to summary notice to quit. That term, however, was expressly limited to the residue of his lessor's term, and consequently there was no question, as in the previous cases, of the creation of a freehold interest. The intention of the parties was to create a tenancy to last till the 24th of June, 1900, and to this intention the Court of Appeal held that effect ought to be given.

IN PUTTING UP for sale by auction property which is subject to restrictive conditions, it will be well to bear in mind the decision given by BUCKLEY, J., recently in *Dougherty* v. *Oates* (*ante*, p. 119). There the conditions provided that certain property was sold "subject to certain reservations, covenants, restrictions, and stipulations as to building, drainage, roads, carrying on trades, and other matters contained" in certain specified conveyances, "which conveyances are now produced," and the purchaser was to indemnify the vendor against the performance of the covenants. The conditions do not seem to have been published prior to the sale, nor were the conveyances produced for inspection until the sale was about to take place. They were then held up and shewn to the audience, but no particulars as to their contents were given or asked for. The property was sold and a deposit paid. When the purchaser's solicitors came to examine the abstract, it was found that the covenants referred to were not ordinary covenants restrictive of building, but were positive covenants binding the covenantor to erect buildings of a specified value within a limited time. The buildings had not been erected, and the purchaser objected to complete on the ground that these covenants should have been disclosed at the auction. On the strict letter of the conditions the objection was perhaps untenable, inasmuch as the purchaser had had some chance of examining the deeds before purchase. Practically, however, the actual occasion of sale is no time for making investigations into title, and if the vendor has not given to intending purchasers ample opportunity of doing this beforehand then he must state specifically at the sale any fact which is likely to influence a purchaser. "It is," said STIRLING, J., in *Re White and Smith's Contract* (44 W. R. 424; 1896, 1 Ch. 637), "*primâ facie* the duty of the vendor to disclose all that is necessary to protect himself, and not the duty of the purchaser to make inquiry before entering into a contract, and this is so whether the sale be by public auction or private contract." The vendor discharges his duty if he gives intending purchasers the opportunity of inspecting the necessary deeds before the sale, but he does not discharge it by simply producing them at the sale when they cannot be perused; and if he does not state specifically so much of their contents as the purchaser ought to know, the purchaser will be entitled to the relief which BUCKLEY, J., granted in the present case. He may avoid the contract and recover his deposit.

WHERE UNDER the provisions of a statute specified acts may or must be done by an individual, it is frequently a matter of doubt whether the privilege may be exercised or the condition satisfied by relegating the performance of the act to an agent. The question has recently arisen in *Bevan* v. *Webb* (49 W. R. 548) with respect to the provision of section 24 of the Partnership Act, 1890, which confers on partners the right to inspect the partnership books. "The partnership books," so runs rule 9, "are to be kept at the place of business of the partnership, . . . and every partner may, when he thinks fit, have access to and inspect and copy any of them." Is this a right which a partner must exercise in person, or is it competent for him to send an agent to inspect the books?" It is well known that in some cases the courts have been very reluctant to admit an agent to the benefit of statutory provisions when the statute does not mention him. This is so, for instance, with respect to the signing of acknowledgments under the Statutes of Limitations, and unless agents are expressly mentioned signature by an agent is ineffectual. But in general the presumption seems to be the other way, and where a statute requires an act to be done, and there is no reason to suppose that it need be done in person, then the services of an agent may be invoked. This is so in reference to signing a memorandum of association under section 6 of the Companies Act, 1862, and a signature by an agent will be effectual to bind the principal: *Re Whitley Partners* (34 W. R. 505, 32 Ch. D. 337). In the case of inspection of partnership books there seems to be good reason for allowing the intervention of an agent. The partner himself may for various reasons be unable to inspect the books effectually himself, and he is practically deprived of his right if he cannot employ a substitute. COLLINS, L.J., in his judgment in *Bevan* v. *Webb* cited the argument of LINDLEY, L.J., in *Mutter* v. *Eastern and Midland Railway Co.* (36 W. R. 401, 38 Ch. D. 92) with reference to the analogous question whether the right of a shareholder to inspect a register under the Companies Clauses Act, 1845, includes the

right to take copies. "Parliament," said LINDLEY, L.J., "having conferred the right to inspect, the court ought not so to construe the statute as to render the right conferred illusory, and if the court were to hold that in such a case as the present the right to inspect existed, but the right to take copies did not, the court would in effect be rendering the statute of no avail." For a similar reason COLLINS, L.J., held that the right to inspect partnership books could be exercised by an agent, provided it was not exercised in such a way as to be prejudicial to the other partners, and the same view was taken by the rest of the court. The contrary decision of JOYCE, J., was accordingly reversed.

THE CASE of *McQuinn* v. *Richards*, which was heard by way of appeal from the conviction of a police magistrate at the London Sessions recently, is one which ought to be carefully noted by inspectors under the Food and Drugs Acts. The appellant was a dealer in milk, and the respondent, an inspector, purchased a sample of milk from a servant of the appellant for the purpose of having it analyzed. The inspector, purporting to act under the provisions of section 14 of the Act of 1875, divided the sample into three parts, putting each part into a bottle with a glass stopper, which he then fastened with a string and a leaden seal. One of these was returned to the servant and a second was sent to a public analyst. On the hearing of a summons under section 6, the certificate of this analyst shewed that water had been added, but another analyst, employed by the defendant, certified that he had analyzed the sample returned to the servant, and that it was pure. In this state of things the case was adjourned, and the third sample was sent to the Government analyst. He also certified that water had been added, but stated that the stopper of the bottle sent to him could be removed and replaced without breaking the string. On appeal, it was contended that this circumstance was fatal to a conviction, as it was a condition precedent to such a prosecution that the samples should be so securely fastened up as to prevent the possibility of any tampering with them without detection. Section 14 of the Act of 1875, directs "each part to be marked and sealed or fastened up in such manner as its nature will permit." And under section 22 of that Act, as amended by section 21 of the Act of 1899, a magistrate is bound to send a sample to be analyzed by the Government analyst if requested, and may do so at his discretion without request. Hence it appears that the Government analyst is made a sort of tribunal of appeal when other analysts differ. It is most important, therefore, that any tampering with the samples should be made impossible, and it is clear from the words of section 14 that this is the intention of the Legislature. The contention on the part of the appellant was accepted by the court, and the conviction was quashed. It ought not to be a very difficult matter to seal and fasten up samples in a satisfactory and secure manner. Anyhow, inspectors should take warning from this case that, unless they can manage to do so, very probably proceedings for adulteration will prove abortive.

A FEW weeks ago the case of *Graham* v. *Wroughton* was commented upon in these columns (*ante*, p. 573), and the unsatisfactory state of the law with regard to section 21 of the Public Health Act, 1875, was emphasized. In our last issue (*ante*, p. 637) a correspondent drew attention to another, and for practical men an equally important, decision—the case of *Matthews* v. *Strachan* (*ante*, p. 618), upon the extent of the right of the local authority under section 25 of that Act to regulate the drainage of newly-erected or rebuilt houses. Section 25 provides that with respect to the drainage of such houses the local authority may lay down such regulations as to size and materials, level, and fall as on the report of their surveyor "may appear to the urban authority to be necessary for the effectual drainage of such house, and the drain or drains to be constructed shall empty into any sewer which the urban authority are entitled to use. . . ." In *Matthews* v. *Strachan* the urban authority, acting on the report of their surveyor, gave notice to the appellant to construct two drains from his house, one to carry sewage matter to connect with their sewer which dealt with sewage, another for surface water to connect with another sewer which dealt with the surface water. The appellant only constructed one drain for both surface water and sewage, and upon the hearing before the magistrates the surveyor admitted that the one drain was sufficient to drain the house, and that he had reported in favour of the two drains because the general sewerage system of the district was dealt with on that plan—namely, keeping separate surface water and sewage matter. The magistrates convicted, but a Divisional Court quashed the conviction, on the ground that the section limited the local authority to certain requirements, and that in this case those requirements had gone beyond what was necessary for the "effectual drainage" of the house. Now this case, as our correspondent points out with some force, seems to run counter to the principle of the decisions of *Graham* v. *Wroughton* and of *Kinson Pottery Co.* v. *Poole Corporation*, which clearly laid down that the local authority could prevent a person connecting his drain with their sewer unless the sewer was constructed to carry the kind of sewage matter which the drain would discharge into it: see *ante*, p. 574. But it must be remembered in this connection that section 21 of the Public Health Act, 1875, upon which *Graham* v. *Wroughton* and the *Kinson Pottery Co.'s case* were decided, deals with the general right to and mode of *connection* with sewers of *all* drains, whether new or old, while section 25 only deals with the mode of *construction* of drains to *new* or *rebuilt* houses. It would seem clear—if anything can be said to be clear in relation to these matters—that, although the local authority may, in dealing under section 21 with the connection of an *already existing* drain with their sewer, refuse to allow the discharge of sewage matter into a sewer not constructed to receive it, the local authority cannot refuse to allow connection with *any* existing sewer in the case of a new drain constructed in accordance with the provisions of section 25. Because, be it observed, section 25 says "the drain . . . so constructed *shall* empty into *any* sewer which the urban authority are entitled to use."

HAVING REGARD to these words, it seems difficult to see how to get out of the following illogical and inequitable result. Supposing a local authority has no sewerage system proper, but has a sewer which carries off, say, surface water only, the person who wished to connect his existing drain with that sewer could not do so, but the person who built a new drain would have that right. Our correspondent suggests—and rightly, it is submitted—that bye-laws framed with the object of compelling the construction of two drains are *ultra vires*. Moreover, where no sewer existed except for surface water, such bye-laws would be of no avail, since both must empty into the one sewer. On the other hand, in certain districts it is often very necessary to deal with surface water and sewage matter separately, and it is certainly unfortunate if the wording of section 25 precludes the local authority making such regulations for new drains as shall enable them to do so. It is to be observed that the section clearly contemplated that there might be more than one drain, since the words are "drain or drains," and it is quite possible that the result of having only one drain in such cases would be that in low-lying districts the sewers would become flooded and force back the sewer gas through the drains, with results that might be disastrous. But, as our correspondent points out, in such a case it would be the district, and not the house, which was ineffectually drained, and it is the duty of the local authority to deal with that. When, however, a district is actually drained by a double set of sewers, a local authority is clearly entitled, in regulating the mode of connection under section 21, to say with which sewer the drain shall connect. But this is of little practical use if they cannot prescribe a double set of drains. They could not even do this *at their own expense* as the law at present stands. It seems hopeless to expect any solution to the difficulty short of an amending and codifying Public Health Act putting the law upon an intelligible and sound working basis.

SCARCELY ANYTHING can be found in the English Law Reports concerning the liability of a father for the wrongful acts of his unemancipated children. In the life of Lord ELDON, by HORACE

Twiss, it is mentioned that the aged ex-Chancellor could remember in his schoolboy days being carried, with two other boys, before a magistrate for robbing an orchard, and that he added, "the magistrate acted upon what I think was a rather curious law, for he fined our fathers each thirty shillings for our offence." Lord Eldon was evidently astonished that a father should be made liable in a penalty for an offence committed by his son, and he would very likely have been as much surprised if it had been sought to make the father liable in an action of trespass. In *Moon* v. *Towers* (8 C. B. N. S. 611), an action of trespass and false imprisonment against a father, the plaintiff relied upon acts committed by the defendant's son, a young man under age. Willes, J., said: "I am not aware of any such relation between a father and son, though the son be living with his father as a member of his family, as will make the acts of the son more binding upon the father than the acts of anybody else. The tendency of juries when persons under age have incurred debts or committed wrongs to make their relatives pay, should, in my opinion, be checked by the courts." The learned judge goes on to say that if the father authorized the tort, or clearly ratified its commission, he would be liable, but that the father is not liable in damages for the torts of his child committed without his knowledge, consent, or sanction, and not in the course of the employment of the child. We assume this to be a correct statement of the law of England with regard to the liability of parents, and that this law is at the present day considered reasonable and satisfactory in English-speaking communities. But the law of France and those nations which have adopted the Code Napoleon takes a wholly different view. Section 1384 of that Code enacts that the father, and the mother after the death of her husband, are responsible for injuries caused by their minor children living with them. . . . The above liability exists unless the father or the mother prove that they were unable to prevent the act which gives rise to such liability." It is easy to follow the reasoning by which these different laws are supported. In our own country we consider that no one ought, as a general rule, to be responsible for acts not his own, and that without proof of authority, express or implied, a father ought no more to be liable for the act of his son than for that of a stranger. It is true that a husband was formerly held liable for his wife's torts, the liability being based upon a principle of necessity as well as justice, for as the wife could not be sued alone, the person injured would, if the husband had been free from liability, have been left without redress. But this principle did not apply to a wrongdoer who was a minor, inasmuch as an action could be brought against him. But in foreign states it was probably thought that such an action would be a barren remedy, and that the only means of compelling a father to keep proper control over his children, and to restrain them from mischief, was to make him liable for their trespasses. They in fact regarded the liability of the father for the trespasses of his children very much in the same way as his liability for the trespasses of his cattle and sheep. It may be that the foreign law is the more logical of the two, but we have never heard that the English law had been the subject of complaint in this country.

JUDGMENTS IN DEFAULT FOR DAMAGES.

The case of *Eyre* v. *Eyre*, of which a report will be found in another column, raised a question of great interest and importance. It will stand almost alone among reported cases, because Mr. Justice Bucknill withheld his decision on the real point at issue with the avowed purpose of allowing time for the matter to be brought to the attention of the Rule Committee in preference to giving a judgment which would have the effect of upsetting the established practice on an important point. We cannot doubt that the matter will receive the prompt consideration of the Rule Committee, for, whether the judge's view is right or wrong as to the meaning of the rule in question, the mere fact that it has been considered for twenty-five years to mean one thing, and when after all that time its meaning is called in question the judge comes to the conclusion that it means something entirely different, and that the practice of a quarter of a century has been wrong—this fact, we say, is alone sufficient to shew the urgent necessity which exists for the redrafting of the rule.

The actual point at issue in *Eyre* v. *Eyre* was whether a writ indorsed with the words "The plaintiff's claim is for damages for slander" was within the meaning of ord. 13, r. 5, of the Rules of the Supreme Court, which allows interlocutory judgment to be entered in default of appearance for damages to be assessed. In considering this point the following rules are involved:—

> Ord. 13, r. 5.—Where the writ is indorsed with a claim for detention of goods and pecuniary damages, or either of them, and the defendant fails, or all the defendants, if more than one, fail, to appear, the plaintiff may enter interlocutory judgment, and a writ of inquiry shall issue to assess the value of the goods and the damages, or the damages only, as the case may be, in respect of the causes of action disclosed by the indorsement on the writ of summons. But the court or a judge may order that, instead of a writ of inquiry, the value and amount of damages, or either of them, shall be ascertained in any way which the court or judge may direct.
>
> Ord. 13, r. 12.—In all actions not by the rules of this order otherwise specially provided for, in case the party served with the writ, or in Admiralty actions *in rem*, the defendant does not appear within the time limited for appearance, upon the filing by the plaintiff of a proper affidavit of service, and, if the writ is not specially indorsed under ord. 3, r. 6, of a statement of claim, the action may proceed as if such party had appeared, subject, as to actions where an account is claimed, to the provisions of order 15.
>
> Ord. 27, r. 4.—If the plaintiff's claim be for detention of goods and pecuniary damages, or either of them, and the defendant, or all the defendants, if more than one, make default as mentioned in rule 2, the plaintiff may enter an interlocutory judgment against the defendant or defendants, and a writ of inquiry shall issue to assess the value of the goods, and the damages, or the damages only, as the case may be. But the court or judge may order that, instead of a writ of inquiry, the value and amount of damages, or either of them, shall be ascertained in any way which the court or judge may direct.
>
> Ord. 27, r. 11.—In all other actions than those in the preceding rules of this order mentioned, if the defendant makes default in delivering a defence, the plaintiff may set down the action on motion for judgment, and such judgment shall be given as upon the statement of claim the court or a judge shall consider the plaintiff to be entitled to.

Order 13 deals solely with default of appearance, and order 27 with default of defence. The two orders run on parallel lines. Order 13 says that where the defendant makes default of appearance and the claim is (*a*) for a liquidated demand, or (*b*) for recovery of land, or (*c*) for a claim comprised in rule 5, which we do not now define, as it is the question in dispute, the plaintiff may on proof of due service sign judgment in default. Order 27 gives the plaintiff the same right in default of defence, subject to order 30 (Summons for Directions).

The whole question in *Eyre* v. *Eyre* turned on the true construction of the words in ord. 13, r. 5, "Where the writ is indorsed with a claim for detention of goods and pecuniary damages, or either of them." There are two possible ways of construing this sentence—namely:

> (1) Where a writ is indorsed with a claim for detention of goods and pecuniary damages, or for detention of goods, or for pecuniary damages for detention of goods, &c.; or,
>
> (2) Where a writ is indorsed with a claim for detention of goods and (or) pecuniary damages, or with a claim for pecuniary damages of any kind.

The difference between these two constructions is fundamental. If construction (1) is right, then ord. 13, r. 5, applies only to actions of *detinue*, and there is no rule allowing interlocutory judgment to be entered in default for any other claim for damages. If, on the other hand, construction (2) is right, then ord. 13, r. 5, applies alike to actions of *detinue* and all other claims for unliquidated damages.

Bucknill, J., was clearly of opinion that construction (1) is right, and that on the wording of the rules neither ord. 13, r. 5, nor ord. 27, r. 4, entitles the plaintiff to enter judgment in default on a claim for damages apart from damages for detention of goods. The learned judge, however, stated that as it had transpired that the case would not in any event be taken to the Court of Appeal, he was not prepared to give a decision which would have the effect of setting aside a long-established practice which, he was informed, existed not only in England but in Ireland also on similar rules. For the purposes of the particular case before him, he was empowered, without deciding the question of construction involved, to set aside the judgment on

terms under ord. 27, r. 15, and he preferred, in the circumstances, to take that course.

There can be no doubt that the question involved in *Eyre* v. *Eyre* was one of primary importance. Appendix A., Part III., sec. iv., prescribes no less than eighty forms of different claims for damages to be indorsed on writs of summons. Hitherto every one of these claims has been considered to come within ord. 13, r. 5, and ord. 27, r. 4. Thousands of judgments have been entered in default of appearance or defence for damages to be assessed, and the validity of these judgments has never before been questioned by any case argued in open court. The claim in *Eyre* v. *Eyre* was in the actual words prescribed by one of these forms—namely, "The plaintiff's claim is for damages for slander." If that claim is not within ord. 13, r. 5, then none of the other prescribed claims for damages are within that rule.

Assuming, for the sake of argument, that claims for damages generally are outside the scope of ord. 13, r. 5, we will consider for a moment what is to happen. If that be so, ord. 13, r. 12, and ord. 27, r. 11 (which we print above), apply. The plaintiff cannot take immediate judgment in default of appearance, but under the former rule he must file a statement of claim, and after the time for defence has expired, he must under the latter rule set down the action on motion for judgment. In the King's Bench Division this would be heard by a Divisional Court. Under ord. 27, r. 11, the court is empowered, and indeed bound, to give "such judgment as upon the statement of claim it shall consider the plaintiff entitled to." The claim being unliquidated, it can only order an interlocutory judgment to be entered. How are the damages to be assessed? It is a notable fact, as a possible indication of the intention of the Rule Committee in passing ord. 13, r. 5, and ord. 27, r. 4, in their present form, that in both of those rules a mode of assessment is prescribed—namely, by the sheriff under writ of inquiry. Ord. 27, r. 11, does not prescribe any mode of assessment. The court has power to give an interlocutory judgment, and would under its ordinary jurisdiction have to refer the question of damages to a referee. Now *Eyre* v. *Eyre* was argued as if it were a hardship on a defendant who has failed to appear to have a judgment entered against him for damages, to be assessed without the particular nature of the damage being stated. One answer, of course, is that he could have appeared and demanded a statement of claim. But, apart from that, there is another aspect of the matter which demands attention—namely, the hardship which would be inflicted on defendants if they were deprived of the privilege they now possess of permitting an action for damages to go without appearance to immediate assessment. Take a common instance—an action for damages for personal injuries. The defendant cannot, and does not wish, to dispute the fact of injury. He allows judgment to go by default, and attends the trial in the Sheriffs' Court merely in mitigation of damages, and thus incurs only a small liability for costs. If every one of these cases had to proceed by statement of claim, motion for judgment, and assessment before a referee, the costs would be extensively increased and all this expensive machinery would be set in motion in order to produce the same result. If that was the intention of the Rule Committee they must have set themselves to make an action for damages a more complicated and expensive affair than it was prior to the Judicature Acts. The general opinion has always been that they intended to simplify, not complicate, procedure. Under the Common Law Procedure Act, where a defendant made default of appearance the plaintiff had to file a declaration in default, and after waiting the time for defence, he was entitled to enter judgment in default. Under the present system a defendant has eight days given him to appear, and he is informed by the writ served on him that if he fails to appear, the plaintiff may proceed to judgment in his absence. If he appears, he may demand a statement of claim, or he may appear without such demand. In the rules of 1875 and 1883 a system of default process was established to meet all these contingencies. Where a defendant elects not to enter an appearance it is assumed that he is satisfied with the indorsement on the writ, and judgment goes against him by default where the claim is of a simple nature. If he appears without a demand for a statement of claim, it is still assumed that he is satisfied with the indorsement of claim on the writ, and unless he delivers a defence within a fixed time (ord. 21, r. 7), he is liable (subject now to order 30) to judgment in default. If he appears and demands a statement of claim, he obtains one (subject again to order 30) and the action proceeds to trial. These provisions, it appears to us, afford ample protection to defendants, while they provide a ready and inexpensive remedy for plaintiffs. It appears to us that ord. 13, r. 5, was intended to apply to all claims for damages, whether they formed part of an action of *detinue*, or were separate and distinct from such a cause of action, and that, therefore, the established practice is based upon a correct interpretation of the rule.

But the words common to ord. 13, r. 5, and ord. 27, r. 4—namely, "detention of goods and pecuniary damages, or either of them," have this element of ambiguity about them—they do not clearly separate claims for damages from claims for detention of goods. In the old action of *detinue* a plaintiff could always sue either to recover the goods and damages for their detention, or to recover only damages for detention. And considering that this class of actions was always separate and distinct from all others, the wording of these two rules does not express their meaning with sufficient clearness. If the rules had said "Where the plaintiff's claim is for pecuniary damages, or for detention of goods and damages, or either of them," the meaning would have been quite clear. And there is no doubt that some such alteration ought to be made without delay.

But when the Rule Committee come to deal with these two rules, something more is needed than mere alteration of wording. The strongest argument in *Eyre* v. *Eyre* against the existing practice was that its application to actions of slander and libel was most inconvenient, and might be unjust. The judgment in default was entered for damages to be assessed, and the only words of the claim were "damages for slander." It was argued that this was an insufficient basis for assessment. How could a jury assess the damage without knowing the precise slander complained of? What was to prevent the plaintiff, having obtained his judgment, from bringing up before the Sheriffs' Court any number of alleged slanderous utterances, which the defendant could not deny as he had allowed judgment to go by default. This is a strong argument in favour of excepting actions of libel and slander from the operation of the rule allowing judgment in default of appearance on the writ alone. Such actions ought undoubtedly to be specially dealt with by providing, either that the claim indorsed on the writ should specify the libel or slander complained of, or that, if the defendant in such an action fails to appear, the plaintiff should, before taking judgment in default, file a statement of claim. He ought, however, to be permitted to take judgment in default if, after having filed his statement of claim, the defendant fails to appear and defend.

We are indebted to the wisdom of BUCKNILL, J., in not having permitted a hard case to make bad law for a number of other cases. For it would have been extremely unfortunate if the long-established practice as to judgment in default in all actions for damages had been suddenly suspended because it was found to work inconveniently in a particular action, or even in one small group out of the large number of actions of that nature.

THE EFFECTUAL ISSUE OF DEBENTURES.

THE decision of Lord ALVERSTONE, C.J., and LAWRANCE, J., in the recent case of *Duck* v. *Tower Galvanizing Co.* (1901, 2 K. B. 314) affirms the salutary rule that in dealing with debentures of a company the public are not concerned to inquire whether the requirements for their validity which depend solely upon the internal management of the company have been complied with. A trader, RESTALL, whose assets amounted to about £100, and were slightly in excess of his debts, in June, 1899, formed his business into a limited liability company, under the name of the Tower Galvanizing Co. (Limited). The articles of association gave the company power to borrow on debentures. The memorandum of association was signed by RESTALL, his wife, and five other persons, but RESTALL did not allow these proceedings in any way to affect the management of the business. He carried it on under the new name, without reference to the other members of the company, and he dispensed

altogether with the formalities of meetings, resolutions, and minute books. In the early part of 1900, CALLUND, who was a customer of the business, advanced to the company sums amounting to £519 on the security of what purported to be a debenture of the company for £500. No directors of the company had in fact ever been appointed, but the debenture, which was executed in April, 1900, was signed by RESTALL and his wife as directors, and was executed with the company's seal. The debenture charged all the property of the company, present and future, with payment of the principal sum of £500, and interest at the rate of 25 per cent. per annum. It was in a printed form containing the usual conditions, and it provided (*inter alia*) that it should become immediately enforceable in the event of an execution being levied against any of the goods or property of the company. CALLUND had no knowledge that the debenture had been issued without authority, and he had no notice of any irregularity in the circumstances attending its issue. In November, 1900, the plaintiff DUCK obtained judgment against the company and put in an execution. Thereupon CALLUND claimed the property of the company under his debenture, and the sheriff interpleaded. The execution creditor contended that the debenture was invalid, and the judge of the Southwark County Court, taking this view, decided in his favour. In accordance, however, with the principle above stated, this result has been reversed on appeal, and the irregularities in the issue of the debenture have not been allowed to prejudice its *bonâ fide* holder for value.

That the debenture, had it been validly issued, was entitled to rank in front of the claim of the execution creditor is clear from the decisions of the Court of Appeal in *Re Standard Manufacturing Co.* (39 W. R. 369; 1891, 1 Ch. 627) and *Re Opera (Limited)* (39 W.R. 705; 1891, 3 Ch. 260). The former case was chiefly concerned with the question whether a debenture charging the goods and chattels of a company required registration as a bill of sale, and to this point, the judgment of the court, delivered by BOWEN, L.J., was confined. But the relation of execution creditors to debenture-holders was discussed in the course of the argument, and it was clearly intimated that the former could only take subject to the equities existing in favour of the latter, notwithstanding that no possession had been actually taken on their behalf. "The sheriff," said Lord HALSBURY, L.C., "cannot, by seizing, get rid of the rights of third persons to to which the property was subject when in the hands of the debtor." Upon the levying of the execution the charge created by the debenture ceases to be a floating charge. It crystallizes upon all the property of the company then in existence, and anticipates the claim of the execution creditors. This result was recognized in *Re Opera (Limited)*: "After the decision in *Re Standard Manufacturing Co.*" said LINDLEY, L.J., "it seems tolerably plain and settled that the rights of the holders of debentures must prevail as against the execution creditor, at least before sale."

Such being the effect of the debenture in *Duck* v. *Tower Galvanizing Co.* upon the assumption that it had been validly issued, what difference did it make that there had been a total failure to observe the requirements necessary to give it validity—the passing of a proper resolution authorizing the issue, and the appointment of directors by whom the debenture might be executed? In answering this question it is essential to observe the distinction which has been drawn between the external position of a company, and matters affecting only its internal management. With the former persons dealing with the company are bound to acquaint themselves; with the latter they are not. "It is settled," said Lord HATHERLEY in *Mahoney* v. *East Holyford Mining Co.* (L. R. 7 H. L., p. 893), "by a series of decisions of which *Royal British Bank* v. *Turquand* (6 E. B. 327) is one, that those who deal with joint stock companies are bound to take notice of that which I may call the external position of the company. Every joint stock company has its memorandum and articles of association; every joint stock company, or nearly every one, I imagine (unless it adopts the form provided by the statute, and that comes to the same thing) has its partnership deed under which it acts. Those articles of association and that partnership deed are open to all who are minded to have any dealings whatsoever with the company, and those who so deal with them must be affected with notice of all that is contained in those two documents." But while it is necessary to have recourse to these public documents for the purpose of ascertaining what powers have been conferred upon the company, there is no corresponding obligation to inquire into the mode in which these powers are exercised. "All that the directors do," continued Lord HATHERLEY, "with reference to what I may call the indoor management of their own concern, is a thing known to them and known to them only; subject to this observation, that no person dealing with them has a right to suppose that anything has been or can be done that is not permitted by the articles of association or the deed."

The question whether a company has power to borrow upon debentures or other security is one which must be answered from the documents which set forth its constitution, and a person advancing money is consequently bound to ascertain whether the power exists. On the other hand, the question whether the company or the directors have passed the necessary resolution authorizing the giving of the security, or whether directors have been appointed who can act for the company, is one of internal management, and it is sufficient for a person dealing with the company that the security which he takes appears upon its face to be regular. In *Royal British Bank* v. *Turquand* (*supra*) a bond for securing £1,000 had been given by a joint stock company to the plaintiff bank. In an action on the bond it was objected that the deed of settlement required that borrowing on bond should be authorized by a general resolution of the company, and that no such resolution had been passed. It was held by the Exchequer Chamber, affirming the Queen's Bench, that the bank was entitled to judgment, inasmuch as the obligee on the bond had the right to assume that there had been a resolution at a general meeting authorizing the borrowing the money in this way. "The party here," said JERVIS, C.J., "on reading the deed of settlement would find, not a prohibition from borrowing, but a permission to do so on certain conditions. Finding that the authority might be made complete by a resolution, he would have a right to infer the fact of a resolution authorizing that which on the face of the document appeared to be legitimately done." In *Mahoney* v. *East Holyford Mining Co.* (*Limited*) (*supra*) the bankers of a company received formal notice, signed by a person who described himself as the secretary of the company, that they were to pay the cheques signed by any two of the three persons named in the notice as directors. The bankers paid cheques accordingly, but upon the winding up of the company it appeared that there had never been a meeting of shareholders, nor any appointment of directors or of a secretary, but the persons who had formed the company had treated themselves as directors and secretary, and had appropriated the money obtained from shareholders which had been paid into the bank. It was held, however, that the bankers were protected by the notice and that moneys *bonâ fide* paid away by them in pursuance of it could not be recovered.

The principle of these cases was applied by the Court of Appeal in *County of Gloucester Bank* v. *Rudry Merthyr, &c., Co.* (43 W. R. 486; 1895, 1 Ch. 629). The articles of association of the defendant company provided that the directors should fix the number of directors to form a quorum, and the directors fixed three. Only two directors were present at a meeting which sanctioned a mortgage to the plaintiffs, and at the meeting at which the seal of the company was affixed to the mortgage. It was held that, inasmuch as the mortgage was on the face of it regular, and there was nothing to put the plaintiffs upon inquiry, they were not affected with notice of the actual irregularity, and that as regards them it was validly executed. Similarly in the present case of *Duck* v. *Tower Galvanizing Co.* (*supra*), there was nothing to affect the debenture-holder with notice that the requirements for the regular issue of the debenture had not been complied with, and he was entitled to assume that the power of borrowing conferred by the articles of association had been properly exercised. It is obvious that to require persons having dealings with companies to investigate the regularity of their internal management would place great difficulties in the way of transacting business, and would in fact render business impracticable. The consistent course taken by the courts in dealing with this matter is in accordance therefore with business necessities.

REVIEWS.

MARITIME LAW.

MARITIME LAW: ILLUSTRATED BY THE HISTORY OF A SHIP FROM AND INCLUDING THE AGREEMENT TO BUILD HER UNTIL SHE BECOMES A TOTAL LOSS. By ALBERT SAUNDERS, Solicitor. Effingham Wilson; Sweet & Maxwell (Limited).

Mr. Saunders' work is conceived upon a very happy plan. He starts with the good ship *Malabar*, and traces her and her cargoes through all the various phases of maritime adventure and maritime law from the time when she is first built to the catastrophe which results in plentiful litigation against the underwriters. Her career has been such, however, that towards the end it is very difficult to effect insurances on her, and a portion of these are invalidated by reason of her deviating from her proper course to render salvage services. Her owners are a single-ship company, and though a substantial sum is received to pay off the debenture-holders, there is very little left to meet the claims arising out of the collision which sends *The Malabar* to the bottom, and nothing for the shareholders. But before this tragic conclusion is reached Mr. Saunders has had ample opportunity of shewing the operation under all manner of circumstances of the various rules of maritime law. In Chapter VI., for instance, the ship puts into Batavia for repair, and a local merchant narrowly escapes lending the master money for the repairs on a bottomry bond. Why such bond would have been void, and the conditions which have rendered bottomry bonds almost obsolete, are very clearly set out. A curious misprint on p. 131, which occurs twice over, should be corrected. Mr. Saunders' book deserves to be perused by everyone concerned with maritime law and practice, whether a lawyer or no. It will be found equally full of interest and of information.

BOOKS RECEIVED.

The Law of Trade-Marks, Trade Names, and Merchandize Marks. With Chapters on Trade Secret and Trade Libel, and a Full Collection of Statutes, Rules, Forms, and Precedents. By D. M. KERLY, M.A., LL.B., Barrister-at-Law. Second Edition. By the Author and F. G. UNDERHAY, M.A., Barrister-at-Law. Sweet & Maxwell (Limited).

A Practical and Concise Manual of the Law Relating to Private Trusts and Trustees. By ARTHUR UNDERHILL, M.A, LL.D., Barrister-at-Law. Fifth Edition. Butterworth & Co.

A Century of Law Reform: Twelve Lectures on the Changes in the Law of England during the Nineteenth Century, delivered at the request of the Council of Legal Education in the Old Hall, Lincoln's-inn, during Michaelmas Term, 1900, and Hilary Term, 1901. Macmillan & Co. (Limited). Price 5s. net.

The Workmen's Compensation Acts, 1897 and 1900; with Notes and an Appendix containing the Rules and Regulations under the Acts, the Employers' Liability Act, 1880, Analysis of a Scheme under the Acts, &c. By W. ADDINGTON WILLIS, LL.B. (Lond.), Barrister-at-Law. Seventh Edition. Butterworth & Co.; Shaw & Sons.

The Overseer's Handbook: for the use of Overseers, Churchwardens, Assistant Overseers, Collectors of Poor Rate, Vestry Clerks, Clerks to Parish Councils, and other Parish Officers; together with a Calendar of Overseer's Duties. By WILLIAM W. MACKENZIE, M.A., Barrister-at-Law. Fifth Edition. Shaw & Sons; Butterworth & Co.

NEW ORDERS, &c.

RULES OF THE SUPREME COURT (JULY), 1901.

ORDER XIX., RULE 25 (*a*).

1. *Pleadings in Probate actions.*] In Probate actions it shall be stated with regard to every defence which is pleaded what is the substance of the case on which it is intended to rely: and further, where it is pleaded that the testator was not of sound mind, memory, and understanding, particulars of any specific instances of delusion shall be delivered fourteen days before the time, and except by leave of the Court or a Judge, no evidence shall be given of any other instances at the time.

ORDER XXII., RULE 1A.

2. *Payment into court in Admiralty actions.*] Order XXII., Rule 1, shall have effect as if after the words "to recover a debt or damages" the words "or in an Admiralty action" were inserted.

ORDER XXII., RULE 17.

3. *Extension of investments.*] Order XXII., Rule 17, shall have effect as if the following investments were included therein:—

2½ Per Cent. Metropolitan Consolidated Stock.
2½ Per Cent. London County Consolidated Stock.
3 Per Cent. London County Consolidated Stock.

ORDER XLV., RULE 9A.

4. *Garnishee costs.*] Order XLV., Rule 9, shall have effect as if after the word "Judge" the words "and as regards the costs of the judgment creditor shall, unless otherwise directed, be retained out of the money recovered by him under the garnishee order, and in priority to the amount of the judgment debt," were inserted.

ORDER LII., RULE 25.

5. *Account by solicitor.*] Where the relationship of solicitor and client exists or has existed, a summons may be issued by the client or his representatives for the delivery of a cash account, or the payment of moneys, or the delivery of securities; and the Court or a Judge may from time to time order the respondent to deliver to the applicant a list of the moneys or securities which he has in his custody or control on behalf of the applicant, or to bring into Court the whole or any part of the same within such time as the Court or a Judge may order. In the event of the respondent alleging that he has a claim for costs, the Court or a Judge may make such provision for the payment or security thereof or the protection of the respondent's lien (if any) as the Court or Judge may think fit.

ORDER LII., RULE 26.

6. *Interim certificate.*] If, during the taxation of any bill of costs or the taking of any account between solicitor and client, it shall appear to the Taxing Master that there must in any event be moneys due from the solicitor to the client, the Taxing Master may from time to time make an interim certificate as to the amount so payable by the solicitor. Upon the filing of such certificate the Court or a Judge may order the moneys so certified to be forthwith paid to the client or brought into Court.

ORDER LIV., RULE 4, G.

7. *Order LIV., 4, f.* (2) *amended.*] Order LIV., Rule 4, f. (2) shall have effect as if after the words "deliver papers" the words "or a cash account, or securities, or to pay money" were inserted.

ORDER LIX., RULE 1A.

8. *Revenue and special cases.*] Order LIX., Rule 1, paragraphs (*d*) and (*h*) are hereby annulled.

9. *Special case under London Government Act, 1899.*] Rule of the Supreme Court under the London Government Act, 1899, Section 29.

(1) The summary proceeding for submitting any question for decision to the High Court of Justice under the 29th section of the London Government Act, 1899, shall be by special case to be agreed upon by the parties, or in default of such agreement to be settled by an arbitrator agreed upon by the parties, or, if necessary, appointed by a Judge at Chambers, or to be settled by a Judge in Chambers.

(2) The special case when settled shall be filed at the Crown Office Department, at the Central Office of the Supreme Court, by the Local Authority concerned, within eight days from the settlement thereof, and shall be put into the Crown paper for argument as if it were a case stated by Justices under 20 & 21 Vict. c. 43.

10. *Commencement.*] These Rules shall come into operation on the 24th of October, 1901, and may be cited as the Rules of the Supreme Court (July), 1901, or each Rule may be cited separately according to the heading thereof with reference to the Rules of the Supreme Court, 1883.

The 4th of July, 1901.

(Signed) HALSBURY, *C.*
ALVERSTONE, *C.J.*
ARCHIBALD L. SMITH, *M.R.*
F. H. JEUNE, *P.*
R. L. VAUGHAN WILLIAMS, *L.J.*
HERBERT H. COZENS-HARDY, *J.*
WALTER C. RENSHAW.
R. ELLETT.

At Carlisle Assizes this week William Osbert Edwards, solicitor, who was found guilty of misappropriating £270 entrusted to him by a client, was brought before Mr. Justice Ridley and sentenced to three years' penal servitude. It is stated that the prisoner is sixty-two years of age and has a family of eleven children.

Mr. Commissioner Kerr's tenure of office as judge of the City of London Court appears, says the *Daily Telegraph*, now to be really coming to an end. The Law and City Courts Committee of the Corporation have drawn up a report recommending that, in recognition of his long service and increasing years, the commissioner should receive a retiring pension of £3,000 per annum. It may be added that his honour has expressed in writing his readiness to resign his position on the terms mentioned. If the Court of Common Council approves of the recommendation of the committee, the citizens will await with keen interest the decision of the Lord Chancellor respecting his two successors.

CASES OF THE WEEK.

Court of Appeal.

Re **HUNT. POLLARD** *v.* **GREAKE.** No. 2. 4th July.

SETTLED ESTATE—ASSIGNEE OF EQUITABLE LIFE ESTATE—LETTING INTO POSSESSION—BANKRUPTCY OF TENANT FOR LIFE—COSTS.

This was an appeal from an order of Stirling, J. (reported 44 SOLICITORS' JOURNAL, 314), made on an originating summons letting a tenant for life into possession and receipt of the rents and profits of a farm on certain terms. It appeared that by her will dated the 28th of September, 1868, Catherine Hunt devised the farm in question to trustees, upon trust to pay the rents and profits to her nephew Charles Hunt for life, or until he should alienate or incumber the same, with a trust over in favour of his children. The said Charles Hunt did not alienate or incumber his interest, but he became bankrupt in March, 1880. It was held that the bankruptcy did not constitute a forfeiture, and accordingly the life interest vested in his trustee in bankruptcy. The trustee in bankruptcy sold this life interest to the applicant. The trustees of the will employed a solicitor to collect the rents of the farm, which was let on lease. The solicitor charged five per cent. commission on the collection of the rents. It appeared that the tenant for life, Charles Hunt, had some years ago obtained a loan of a sum of money which, by an order of the Land Commissioners, was made repayable by a rent-charge on the property. The legal estate was vested in the trustees of the will, but they had no powers of management or any active duties to perform under the said will. The application was opposed by the trustees of the will and by the remaindermen, who refused to consent to let the applicant into possession even on terms, and it was contended that in consequence of this refusal neither the trustees nor the remaindermen were entitled to costs as against the applicant. It was alleged that the applicant was a person of no means. Stirling, J., held that the applicant was not entitled as of right to possession, but it was a matter for the discretion of the court, and his lordship saw no reason why he should not be let into possession upon his giving sufficient security for the protection of the trustees; the requisite undertakings to be given to the satisfaction of the judge in chambers, and the costs of the trustees of the will and of the remaindermen to be paid by the applicant. From this decision the applicant appealed, contending that the undertakings imposed by the judge were onerous and unreasonable, especially those requiring him to repair and pay the rent-charge.

THE COURT (RIGBY, COLLINS, and ROMER, L.JJ.) dismissed the appeal. This was an appeal from Stirling, J., fixing the terms upon which the applicant was to be let into possession. It was not disputed that the court had power to impose terms. The question was whether the judge below had limited the terms imposed to reasonable obligations. There might have been much to say against the application if the applicant had claimed to go into possession absolutely, but on appeal he said his only object was to be put in receipt of the rents. He was now willing to take an order giving him receipt of the rents during the continuance of the lease with liberty to apply, so that under any change of circumstances either party might be at liberty to apply to the court. Under these circumstances the question was, what were the reasonable undertakings which ought to be imposed? With regard to the undertaking as to repairs, that was now unnecessary because under the liberty to apply the receipt of the rents could be stopped unless the repairs were done. With regard to the undertaking to pay the rent-charge, it was said that there was a legal obligation to discharge the payment, and therefore there was no necessity for an undertaking, but for the purposes of the estate and the remaindermen it was important that the undertaking should be given, and it was not unreasonable. With regard to costs, undoubtedly some costs of the trustees had been improperly incurred, but the judge had disposed of those costs and there could be no appeal from that decision unless the present case fell within *Bew* v. *Bew* (48 W. R. 124). The present case did not come within the principle there laid down. The appeal therefore failed on this and on the other points, and must be dismissed with costs, but the order would be varied as already pointed out.—COUNSEL, *Butcher*, K.C., and *Kenyon Parker; Upjohn*, K.C., and *Rolt; Jenkins*, K.C., and *Jolly*. SOLICITORS, *H. C. Knight; Brighten & Lemon; Morgan & Upjohn*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—Chancery Division.

LADY CARDIGAN *v.* **CURZON HOWE.** Byrne, J. 6th July.

WILL—EQUITABLE TENANT IN TAIL IN REMAINDER—CONTINGENT REMAINDER—BARRING OF ENTAIL BY EQUITABLE TENANT IN TAIL IN REMAINDER—FINES AND RECOVERIES ACT, 1833 (3 & 4 WILL. 4, C. 74), S. 15.

This was a petition for the payment out to the trustees of a sum of Consols representing the proceeds of the sale of settled estates devised under the will of Lord Cardigan. The petitioners were the Countess of Cardigan, certain of her mortgagees, and the trustees of a settlement. By his will, bearing date the 24th of May, 1865, Lord Cardigan devised and bequeathed his real and personal estates to trustees upon trust to permit his wife, the said petitioner, to inhabit his mansion-house at Deene and to receive the rents of his real estate other than the said mansion-house, and to apply the same on the trusts thereinafter mentioned. Power was given to the trustees to mortgage the testator's real estate in certain counties, with the exception of the said mansion-house, for payment of debts, legacies, &c. And in the event of their being unable to obtain a suitable mortgage in six months they were empowered to sell the same. The surplus of the rents after providing for the management of the estates and outgoings and the keeping down of the interest on mortgages on the premises was directed to be paid to Lady Cardigan for her life. From and after her death the testator directed an accumulation of surplus rents to pay certain mortgages and upon the determination of the period of accumulation; but subject to trusts declared for the benefit of the testator's wife the trustees were directed to convey the testator's real estates in the several counties therein mentioned, or any of them, so that the same should stand limited, settled, and assured to the use of George W. T. Bruce (afterwards fourth Marquis of Ailesbury) in tail male, with remainder to the use of the person who for the time being should be entitled to the dignity and title of Earl of Cardigan in tail male, with remainder to the testator's right heirs for ever. By a codicil to his will, bearing date the 17th of October, 1867, the testator, after reciting that he had devised all his estates in the said counties, after the death of Lady Cardigan, to George W. T. Bruce in tail male, proceeded: "Now I do hereby revoke and make void the said devise by me to the said George W. T. Bruce, and I do hereby give and devise my said estates—after the death of Lady Cardigan—to my godson Robert Thomas Bruce, fourth son of Lord Ernest Bruce, in tail male, with all the limitations as in my said will mentioned." The Earl of Cardigan died in 1867. Portions of the real estate devised under his will had been sold and the proceeds had been paid into court invested in Consols. By an indenture bearing date the 20th of February, 1901, Lord R. T. Bruce, with the consent of Lady Cardigan as protector of the settlement, purported to disentail £100,000 Consols, and by an indenture bearing date the 19th of April, 1901, Lord R. T. Bruce, Lady Cardigan, and the mortgagees of her life estate appointed the fund to certain trustees on certain trusts. The case was argued upon the footing that the trust for accumulation could never arise. The question at issue was whether or not Lord R. T. Bruce had a vested estate in tail male, as if he had the money could be paid out, but if not the disentailing assurance was inoperative.

BYRNE, J., in giving judgment, said it appeared to him that Lord R. T. Bruce was now entitled to a vested equitable estate in remainder. In his lordship's opinion the legal estate remained vested in the trustees, and but for the disentailing assurance the equitable interests would now stand limited in trust for Lady Cardigan for life, with a vested remainder to Lord R. T. Bruce for an estate in tail male, with a contingent remainder in the event of Lord R. T. Bruce dying in the lifetime of Lady Cardigan in favour of the heirs male of George W. T. Bruce or Lord R. T. Bruce (which of them it was not necessary to decide), with a contingent remainder in favour of the Earl of Cardigan for the time being. The next question that arose was what effect the disentailing assurance had upon the contingent estates in remainder. This depended on the construction of section 15 of the Fines and Recoveries Act. It appeared that an actual tenant in tail in remainder had disentailed and had thereby barred his own issue claiming under him and his heirs male; he had also barred the contingent estates limited in remainder, if they were to be deemed estates to take effect after the determination or in defeasance of his estate. It was argued that the limitation in favour of the heirs male of George W. T. Bruce or of Lord R. T. Bruce, as the case might be, was not one to take effect after the determination or in defeasance of Lord R. T. Bruce's estate tail, but was a limitation to take effect alternatively with the limitation in favour of Lord R. T. Bruce, according to the event, and consequently was not barred. The point was probably new; but the reasoning failed, because the Act did not say after the determination or defeasance of any estate tail which should fall into possession, but of any such estate tail—*i.e.*, any estate tail in possession or remainder. His lordship directed the moneys to be paid out subject to certain directions as to interests not sufficiently represented and duties.—COUNSEL, *Rowden*, K.C., and *Cyprian Williams; Levett*, K.C., and *Dighton Pollock; Frobisher Mills; Adams; Norton*, K.C., and *Hassell; T. Carson*, K.C., and *Stallard*. SOLICITORS, *Laurence & Co; A. R. & H. Steele; Hunters & Haynes; Warren, Murton, & Miller*.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

Re **YATES. YATES** *v.* **WYATT.** Byrne, J. 4th July.

WILL—CONSTRUCTION—GIFT OF ANNUITY TO WIDOW TO MAINTAIN INFANTS—DEATH OF WIDOW DURING MINORITY OF THE INFANTS—ANNUITY STILL PAYABLE NOTWITHSTANDING WANT OF TRUSTEE.

By his will a testator directed "that my trustees shall, out of the rents and dividends and annual income arising from my said real and personal estate, pay to my said wife so long as she shall continue my widow such a sum as shall together with the income to which she will be entitled under the settlements made in contemplation of our marriage, amount to the sum of £1,000 per annum by equal quarterly payments, the first of such quarterly payments to become due and be made at the expiration of three calendar months from my decease, and shall also pay to my said wife by like quarterly payments a further annuity of three hundred pounds a year until my daughter C. shall attain the age of twenty-one years and to be applied by her my said wife in and about the maintenance and education of my said daughter. And shall also pay a further annuity of three hundred pounds per annum to my said wife by the like quarterly payments until my daughter K. shall attain the age of twenty-one years to be applied by her my said wife in and about the maintenance and education of my last-named daughter, and I declare that the receipt of my said wife for the two said annuities of three hundred pounds shall exonerate my said trustees from all liability in respect of the misappropriation or non-application thereof. And I direct that my said trustees shall (subject to the payment of the annuities hereinbefore bequeathed) accumulate the rents, dividends, and annual income arising from my said

real and personal estate by investing the same and the resulting investments and income thereof in some or one of the investments or securities hereinafter authorized" for the benefit of his daughters C. and K. The testator's widow having died whilst C. and K. were under twenty-one years of age (they were seventeen and fifteen respectively), the question arose whether the two annuities of three hundred pounds were still payable or had ceased on the death of the testator's widow. On behalf of the infant annuitants it was argued that the widow was a trustee of the annuities for the benefit of the testator's two daughters and that consequently the annuities were still payable notwithstanding the death of the widow on the principle that a trust cannot fail for want of a trustee. It was stated that there was no authority upon the point or any decision which would guide the court.

BYRNE, J.—On the whole I think that these annuities are payable notwithstanding the death of the wife. [His lordship then read the material portions of the will, and continued:] The primary effect of the testator's will is to provide for his daughters until they should attain the age of twenty-one years, and he has constituted his wife a trustee for his daughters. He did not intend his wife to benefit. The clause exonerating the trustees from liability to see to the application of the annuities ceased on the death of the wife, and the direction to accumulate is subject to the payment of the annuities. The annuities have not ceased by reason of the death of the wife. I think on the whole I am justified in putting this construction upon this will.—COUNSEL, *J. G. Wood; George Henderson; Mark Romer.* SOLICITORS, *Bird & Eldridges; Nicholson, Graham, & Graham.*

[Reported by R. LEIGH RAMSBOTHAM, Barrister-at-Law.]

BRADSHAW *v.* WIDDRINGTON. Buckley, J. 5th and 6th July.

STATUTE OF LIMITATIONS—MORTGAGOR AND MORTGAGEE—NO PAYMENT OF INTEREST BY MORTGAGOR—PAYMENT BY PERSON LIABLE TO PAY AS BETWEEN HIMSELF AND THE MORTGAGOR—37 & 38 VICT. C. 57, S. 8.

This case turned upon the question whether the payment of the interest due upon a sum secured by mortgage by a person who, as between himself and the mortgagor, was bound to pay it, but who was not directly liable to the mortgagee, would be sufficient to prevent the debt from becoming extinguished under the Statutes of Limitations. In August, 1879, James E. Bradshaw mortgaged his estate called "Fair Oak" to J. J. Moss to secure the repayment of £5,171 14s. 6d. and interest at 4 per cent. Moss was the surviving trustee of the estate of Sir E. Cust, and he and the subsequent trustees of the estate will be called the Cust trustees. James E. Bradshaw borrowed the money for his son, William Bradshaw, to whom it was immediately paid over. On the same day William Bradshaw gave his father a bond to secure repayment of the amount lent him and interest. It was arranged (as the learned judge found upon the materials before him) between William Bradshaw and his father, that the former should keep down the interest on the mortgage. Cartmell Harrison, of the firm of Birch, Ingram, & Harrison, acted as solicitor for all parties. The deeds were left by the mortgagees with the solicitor. James E. Bradshaw never paid any interest due upon the mortgage, but William Bradshaw was treated by the firm as doing so. The firm kept debtor and creditor accounts with the various parties to the above transactions, and in these accounts from the time of the mortgage till 1885 William Bradshaw was treated as paying the interest from time to time to his father, and the Cust trustees were treated as receiving it from the father. Subsequently William Bradshaw was treated as paying it direct to the Cust trustees. In September, 1887, James E. Bradshaw died, leaving Cartmell Harrison and William Bradshaw his executors. In October, 1892, William Bradshaw paid the principal sum due under the mortgage to Harrison, to be applied in discharge of the mortgage debt. None of the money was ever paid to the mortgagees, but it was continued to be credited to them in the books of the firm, which still, however, contained entries crediting them with payments for interest from William Bradshaw. In November, 1899, Harrison committed suicide. At that time Colonel J. C. Bradshaw was the owner of Fair Oak. He had had part of it conveyed to him by his father in 1884 in exchange for other land which he gave his father, and he had purchased the remainder from his father's trustees in November, 1887. In both cases the conveyances were expressed to convey the property free from incumbrances. The Cust trustees not receiving any more interest, gave notice to Colonel Bradshaw to pay the sums secured by the mortgage, and that in default they would sell the property. Thereupon Colonel Bradshaw brought this action against them, asking for a declaration that their right to the mortgage was extinguished, and for an injunction to prevent the sale of the property. He contended that there had been no payment by the mortgagor or his representatives for more than twelve years, and that consequently the case came within the Statutes of Limitations; and that even if William Bradshaw had been his father's agent during his lifetime, that agency determined at the father's death, and since then the payments had not been made either by the mortgagor or his agents. It was admitted by the plaintiff at the trial that the mortgage moneys had never been paid to the mortgagees.

BUCKLEY, J.—The question turns on the proper effect of section 8 of the Real Property Limitation Act, 1874. I have to see whether there was any payment of interest made by any person who was bound to make it. And for that purpose I have to consider whether the person making the payment must be bound as between himself and the mortgagor, or as between himself and the mortgagee. It seems to me that the principle upon which *Chinnery* v. *Evans* (13 W. R. 20, 11 H. L. Cas. 115) was decided was that the person making the payment must be bound as between himself and the mortgagor. The effect of the authorities is that there must be an acknowledgment of the right of the mortgagee by the mortgagor or some person liable. The language of Lord Westbury and Lord Cranworth in *Chinnery* v. *Evans* (11 H. L. Cas., pp. 134 and 139), and of Sir George Jessel and Brett, L.J., in *Harlock* v. *Ashberry*, pp. 546, 547, shew that it is a question of the person paying being bound to the mortgagor, and not to the mortgagee. And in *Lewin* v. *Wilson* (L. R. 11 App. Cas. 639) Lord Hobhouse, delivering the judgment of the Privy Council (p. 644), says "Their lordships have not been referred to any case where it has been decided that payment made by some person concerned to answer the debt has been held to be insufficient to keep a right alive against the party charged in the suit merely because he was not the party or his agent." In the case before me, it is true that the payment was not made by either the mortgagor or his agent, but it was made by William Bradshaw, who as between himself and his father was bound to pay the interest on the mortgage. It has been also argued by the defendants that as, after James E. Bradshaw's death, his executors were the persons to pay the interest on the mortgage, and as William Bradshaw, one executor, paid it, or was treated as paying it, to Harrison, the other executor, who paid it to the mortgagees, there was a payment by the persons liable to pay. I think there may be something in that contention. I also desire to observe that if Colonel Bradshaw, who bears the loss of the mortgage money, had at the time of purchasing the estate employed another solicitor, he would have obtained the deeds, or the fact of the mortgage would have been discovered. I think, then, that he was guilty of some negligence in relying upon a solicitor who did not get the deeds for him. I see, therefore, nothing to make it right to deprive the defendants of their security. Action dismissed.—COUNSEL, *H. Terrell*, K.C., *Kenneth Wood; Birrell*, K.C., *George Henderson; Astbury*, K.C., *B. Farrer; Rutherford.* SOLICITORS, *Hunters & Haynes; Nicholl, Manisty, & Co.*

[Reported by NEVILLE TEBBUTT, Barrister-at-Law.]

High Court—Probate, &c., Division.

"THE SKUDANAES." Jeune, P., and Barnes, J. 2nd July.

ADMIRALTY—REFUSAL OF REGISTRAR TO TAX COSTS.

This was an appeal from the City of London Court from a refusal of the judge to order the registrar to tax a bill of costs under the following circumstances: The plaintiffs were the owners of the steam-tug *Traveller*, and the defendants the owners of *The Skudanaes*, a German schooner. On the 18th of January, 1901, the brokers of *The Skudanaes* engaged a tug to assist in moving *The Skudanaes* from one berth to another in the River Thames. Those on board *The Skudanaes* were aware of this, and seeing *The Traveller* come up, supposed that she was the tug engaged by the brokers. When the towage was completed the plaintiff asked for a sum of £2 10s. for the work done. The defendants refused to pay more than £1 15s., and the plaintiffs, believing that the ship was about to sail, at once commenced an action *in rem* to recover the sum of £2 10s. The defendants thereupon paid into court £1 15s. with a plea of tender before action was brought. The plaintiffs accepted the amount paid in, but denied that such sum had ever been tendered, and the defendants withdrew their plea of tender. The plaintiffs then took the £1 15s., and brought in a bill of costs to be taxed by the registrar. The registrar refused to tax the bill at all, on the ground that inasmuch as a sum of less than £2 had been recovered, no costs were recoverable—not even the court fees. From this refusal of the registrar to tax, the plaintiffs appealed, and on the court below upholding the registrar's decision, appealed to this court. For the appellants it was contended that the Admiralty jurisdiction was derived from 9 & 10 Vict. c. 95, s. 91, and the County Court Rules, ord. 39*b*, rr. 50 (*a*) and (*c*) and 80, and cited *The Vulcan* (1898, P. 222). The respondents relied, *inter alia*, on ord. 9, r. 11, of the County Court Rules of 1889, the County Courts Act, 1888, s. 118, and cited *The Louisa Alice* (Shipping Gazette, August 4, 1893).

BARNES, J., said it was perfectly plain to him that the court below was wrong in upholding the registrar's refusal to tax. Ord. 39*b*, r. 50 (*a*), governed the case. That rule provided that "When a party accepts a tender in respect of the whole of his claim, he shall, unless the tender is accompanied by notice of defence on the ground of tender before action brought, be entitled to take the amount of such tender out of court, and shall be entitled to his costs of action."

JEUNE, P., reviewed the facts of the case, and said that his brother Barnes had already in effect delivered the judgment of the court. He would add, however, that, although rule 80 limited the costs to a scale allowed under column B "unless the judge should otherwise order," yet the court did not think that that entitled the learned judge not to give any costs. The appeal would therefore be allowed, and the appellant would have his costs here and in the court below.—COUNSEL, *Nelson; Kilburn.* SOLICITORS, *R. Greening; Keene Marsland; Bryden & Besant.*

[Reported by GWYNNE HALL, Barrister-at-Law.]

High Court—King's Bench Division.

EYRE *v.* EYRE. Bucknill, J. 8th July

R. S. C. XXIII. 5, 12—INTERLOCUTORY JUDGMENT SIGNED IN DEFAULT OF APPEARANCE—WRIT INDORSED "DAMAGES FOR SLANDER"—IRREGULARITY—RIGHT OF DEFENDANT TO HAVE FULLER INFORMATION—WRIT OF INQUIRY.

This was an action brought by a married woman against her father-in-law claiming damages for slander. The defendant took no notice of the writ and the plaintiff signed judgment and a writ of inquiry was issued. The defendant now endeavoured to set the interlocutory judgment aside on the ground that the same was irregular as no statement of claim had been filed. The calendar of proceedings was as follows: The writ was issued on the 20th of April, and was served on the 27th. Interlocutory judgment was signed

and notice thereof given the defendant on the 6th of May, and an order was made by the master for assessment of damages to be heard on the 31st. The practice, however, appears to be this: that when no appearance is entered to the writ, interlocutory or final judgment (as the case may require) in default of appearance may be signed by the plaintiff: see Annual Practice, ord. 13, r. 5. In a note, however, on ord. 20, r. 1 (p. 274), it is stated that the plaintiff may not now deliver a statement of claim after appearance without the express leave of the master, and, of course, no summons can be issued until (1) appearance is entered, or (2) judgment has been signed. If the master holds that the judgment is regular, then the practice appears to have been for the defendant to set out in his affidavit a substantial ground of defence, and it has been held to be insufficient for a defendant to state "that he is advised and verily believes he has a good defence to this action": *Bower* v. *Kemp* (1 Dowl. 281, C. & J. 287). The practice of setting aside judgment on this ground is fully set out in Chitty's Archibald's Practice 267. Master Johnson was of opinion that even if, as in his view was the case, the rules did not provide for a statement of claim being delivered after judgment on default has been properly signed, there ought to be provision made for statements as to the claim being delivered to the defendant in such cases: see note to ord. 13, r. 1 (Ann. Prac., p. 100), under the heading of "Damages," and to the whole of ord. 13, r. 5. In the opinion of the master ord. 13, r. 5, should be read by inserting the words "in respect of the detention of the goods" after the words "pecuniary damages," thus restricting the right to sign judgment where no statement of claim had been filed to an action for the recovery of goods or damages for their detention; but later on the rule provides for judgment and inquiry "to assess the value of the goods and the damages, or the damages only, as the case may be, in respect of the causes of action disclosed by the indorsement." It was contended by the plaintiff that this order ought not to be so read, and that it covered a claim for damages simply. Further, that the defendant not having filed an affidavit setting out the nature of the defence as required when applying on the ground of irregularity, his opposition was too late, and he could not now be heard to oppose it. The plaintiff appealed to the judge in chambers from the order of Master Johnson, who set aside the judgment on the ground of "irregularity." The irregularity alleged by the defendant was that no statement of claim had been delivered, and that the case did not come within ord. 13, r. 5, but that it came within ord. 13, r. 12. The plaintiff contended that the judgment had been rightly signed, and that the case came within ord. 13, r. 5, which provides for cases where the writ is indorsed for a claim for damages for the detention of goods and pecuniary damages *or either of them*, and that the words "or either of them" covered a case like the present where the claim was for pecuniary damages only. The practice of the courts since the Judicature Act, 1875, had been in plaintiff's favour. Under the Common Law Procedure Act, 1852, it had been necessary to file a declaration before signing interlocutory judgment, but the policy of the Judicature Acts had been to simplify the practice of the courts. If the defendant wished to know the precise claim of plaintiff he could enter an appearance and require a special claim to be filed. If he then admitted the claim, he could make default in filing a defence, and plaintiff could then sign interlocutory judgment: ord. 27, rr. 2, 4. The wording of ord. 27, r. 4, is similar to ord. 13, r. 5, and if the defendant's contention is correct a similar objection is applicable to ord. 27, r. 4, and in that case the only means of obtaining judgment would be by motion for judgment on application to the Court of Appeal: see ord. 27, r. 11. Such a procedure, instead of simplifying, would greatly complicate the procedure since the Judicature Acts. The defendant had neglected to avail himself of his remedy (ord. 27, rr. 2 and 4), and it was the practice in the Sheriffs' Court to require particulars of slander before assessing damages. If the contention of plaintiff was right, the same objection applied in actions for breach of promise of marriage, and in these and similar actions plaintiff would be bound to proceed by motion for judgment. The judgment of Chitty, J., in *Part* v. *Griffiths* (28 SOLICITORS' JOURNAL, 339), recognized that a claim for pecuniary damages only comes within ord. 13, r. 5, and is a binding authority in support of plaintiff's contention. Counsel on behalf of the defendant submitted it was clear that the practice had been wrong, though that was not to be wondered at having regard to the words of the rule, which were ambiguous. The writ in this instance was indorsed "Damages for slander." There was authority for saying that although the word "slander" was in the singular, it was wide enough to cover any number of slanders. It might very well be that a defendant, on reading the indorsement, would say, "I know I uttered one slander, that I cannot defend," and might reasonably suppose that would be the only slander that would be assessed to damages. On the other hand the plaintiff might offer evidence as to a host of other alleged slanders, some of which might be privileged or might be rebutted if an intimation were given the defendant, so that he could be ready with the necessary evidence. In this case, from the correspondence the defendant knew that the plaintiff intended to aver several occasions on which he had slandered her. The judgment therefore left the matter open. Assuming the plaintiff should bring another action for slander, it would be impossible by referring to the record to ascertain whether the fresh action was not in respect of a *res judicata*. Again, the courts always exercised control over litigation, and certain kinds of litigation they would not permit to be maintained. The weight of convenience was entirely against the present practice. The learned counsel stated he had made inquiries of the Under-Sheriff of Middlesex, who said he made it a rule in all cases where a statement of claim was not filed by the plaintiff to require him to furnish the defendant with particulars of the claim he intended to make against the defendant. It was not fair that a plaintiff should be permitted to make several allegations against the defendant without the latter having some notice of the various cases he had to meet. The present procedure differed from that under section 28 of the Common Law Procedure Act, 1852, as applicable to the present circumstances. There, if a plaintiff had a specially-indorsed writ he need not proceed any further with his pleadings before signing judgment. If he had not he must file a declaration. The rules were intended to take the case out of the class of pecuniary damages for the detention of goods and intended to put the case of pecuniary damage, simply on the same ground as a claim on a specially-indorsed writ. Therefore on a specially-indorsed writ and in a claim for damages for the detention of goods the practice was the same. In that light ord. 13, r. 5, had always been wrongly read. A claim for damages being only enforceable where the claim was both for the return of the goods and pecuniary damages in respect of their detention. Take the case of a breach of promise. The plaintiff could not recover at all unless she also claimed damages for goods. [BUCKNILL, J.—Then unless the lady had filed a statement of claim she could not under this rule 5 obtain damages.—Certainly. See judgment of Parkes, B., in *Phillips* v. *Jones* (15 Q. B. Rep. 859) and *Dymond* v. *Crof* (3 Ch. D. 112) for the scheme of the rules in common law actions.] For the plaintiff it was contended in reply that the judgment was regular, and *Part* v. *Griffiths* was cited. There was no hardship on defendant since he had an ample remedy under ord. 27, r. 4, and he was himself to blame if he failed to obtain full knowledge of the slanders alleged. The contention of counsel that relief could be granted under ord. 13, r. 10, was wrong, as that rule only applies to preceding rules of order 13, and in order to apply it was necessary to admit that the present case came within ord. 13, r. 5.

BUCKNILL, J., in giving judgment, said he did not want to upset the universal practice by holding that it had hitherto been wrong, and he saw a way out of the difficulty by granting relief to defendant under ord. 27, r. 15. Meanwhile he would communicate with the Rule Committee pointing out to them the difficulty which had arisen, in the hope that they would deal with similar cases. This was a family quarrel, and it was admitted by the plaintiff that the defendant was entitled to more information as to the different charges of slander that he would be required to meet. The practice under the rules had been well settled for a quarter of a century, and he understood was the same in the Colonies and in Ireland as in these courts. Therefore he could not take it upon himself to set aside the practice, especially in this instance, as he understood from the parties they would not take the matter to the Court of Appeal. There was no doubt that rule 5 of order 13 if it was intended to apply to a case like the present was about as badly worded as it possibly could be. He thought it was only intended to apply to actions of detinue. The plaintiff might be satisfied to get his goods back or he might ask for damages as well. He might say "I am entitled to recover from you (the defendant) for your improper detention damages over and above the value of the goods." In that case ord. 13, r. 5, exactly met that case. Therefore he held that it would be manifestly wrong to hold that it applied in the present case. He thought he could get over the difficulty he felt in deciding contrary to the established practice by making a discretionary order under ord. 27, r. 15, which gave the judge full power to do what he considered right in a particular case, and leave the question to be decided elsewhere whether under ord. 13, r. 5, judgment could properly have been signed. The judgment was to be set aside on the following terms: The appearance entered by leave by the defendant was to stand. The plaintiff, within ten days, to deliver her statement of claim; the defendant to deliver defence within fourteen days after. If no defence delivered, interlocutory judgment in default. The parties to have liberty to apply as to the costs of these proceedings. He further ordered that there should be mutual discovery and on the defendant's application directed the damages should go before a special jury. Appeal allowed.—COUNSEL, *C. Dwyer* and *V. D. Knowles*, for plaintiff; *Bankes, K.C.*, and *Shaw*, for the defendant. SOLICITORS, *H. Roger Sadd; Witham, Roskill, Munster, & Weld.*

[Reported by ERSKINE REID, Barrister-at-Law.]

WALLIS CHLORINE SYNDICATE *v.* THE AMERICAN ALKALI CO.

Grantham, J. 6th July.

CONTRACT, BREACH OF—AGREEMENT TO PROVIDE £12,000 TOWARDS BUILDINGS AND PLANT—DAMAGES.

Further consideration. This was an action brought by the plaintiff syndicate for the specific performance of an agreement between the two companies by which the defendant company undertook to find £12,000 capital for providing buildings and plant for the manufacture of bleaching powder under Wallis's patent. The statement of claim was as follows: The plaintiffs' claim is for (1) specific performance of an agreement dated the 28th of February, 1898, made between the syndicate of the first part, Edward Hall of the second part, and the defendant company of the third part, whereby the defendant company agreed to purchase for £12,000 two hundred debentures of the plaintiff syndicate of £100 each; or (2) payment of the same amount of £12,000, being the price of the said debentures; or (3) damages for breach of contract. The action was originally tried before the learned judge and a special jury in October last, and was adjourned with the object of arriving at a settlement. The parties being unable to come to terms, the case was re-argued before his lordship alone, who took time to consider his decision.

GRANTHAM, J., in giving judgment, said the defendants agreed under a document in writing to establish the plaintiff company in works and plant for the purpose of manufacturing bleaching power by Wallis's patent, a method known as the nitric acid process. The defendants agreed to find £12,000 of the money required for the purpose of acquiring or building a manufactory capable of an output of fifty tons per week. The agreement was not carried out, and the plaintiffs brought this action. He had come to the conclusion that this was a case in which he ought not to decree specific performance. The question of damages was not free from difficulty, and, so far as he knew, was entirely without precedent. The

plaintiffs had not proved any special damage, but they claimed that they had been damaged to the full extent of the money promised to be provided to carry out the commercial test—viz., £12,000. The defendants admitted they had not fulfilled their part of the contract, but said the plaintiffs did not find the £3,000 which was a condition precedent, and therefore, as the plaintiffs had not proved any special damage, they were not entitled to any damages at all; if they were, it was only nominal damages. If the plaintiffs' contention was right they would be relieved from any obligation under the agreement and would receive the full amount which the defendants had agreed to provide. In his opinion this was a case in which it was a contract to lend money, and for that reason the defendants were liable, though it was almost impossible to find any basis of calculation to take for the proper assessment of the amount to be awarded. No special damage having been proved, he was thrown back on the principle of giving such damages as a reasonable jury would give, and he thought the case was governed by the principle laid down in *Prehn v. Royal Bank of Liverpool* (5 Exch. 92). Under all the circumstances he thought the plaintiffs ought to be paid such a sum as would enable them to find the rest of the money to carry out the process to a commercial success, and that sum, so far as he could judge, was £4,000, for which he entered judgment. As to the counterclaim for directors' fees, &c., he could not find any evidence to justify it under any head of the claim. His lordship then gave judgment for the plaintiff syndicate for £4,000, and on the counterclaim, with costs in both cases.—COUNSEL, *Lawson Walton*, K.C., and *Boydell Houghton; Asquith*, K.C., *Swinfen Eady*, K.C., *J. A. Hamilton*, K.C., and *Mitchell Innes*. SOLICITORS, *Scott, Spalding, & Bell; H. F. Kite*.

[Reported by ERSKINE REID, Barrister-at-Law.]

FORDER *v.* **WALDRON.** Div. Court. 7th June.

SALE OF GOODS—CONDITION OF SALE—"WOOL TO BE WEIGHED UP BY A PERSON TO BE APPOINTED BY AUCTIONEER"—WOOL WEIGHED THREE WEEKS BEFORE SALE—AVERAGE WEIGHT—LOSS BY EVAPORATION—OBLIGATION ON PURCHASER TO PAY FOR ACTUAL WEIGHT OF WOOL AT TIME OF PURCHASE.

Appeal from the county court of Winchester from a decision of his Honour Judge Gwynne-James in an action brought by the plaintiff, a wool stapler of Winchester, to recover £1 14s. 1d. from the defendant, Mrs. Waldron, which amount he alleged he had overpaid to an auctioneer in respect of the wool which he had bought at an auction. The plaintiff's case was that he had only received 1,786lbs. of wool, whereas the defendant said that 1,828lbs. was the true weight of the parcel as found by the auctioneer. The action was brought as a test action, and the short point was what was the meaning of the conditions of sale. The wool was sold under printed conditions commonly used all over the South of England, and it seemed that almost invariably there was a certain amount of evaporation and depreciation in weight and that in fact buyers got rather less wool than was invoiced to them. In the present case the plaintiff purchased the wool at 9¾d. per lb. and the loss in the weight of the parcel from this cause amounted to 40lb. The material part of the conditions of sale was contained in the following sentence: "The wool to be weighed up by a person to be appointed by the auctioneer." The plaintiff contended that this condition meant that the wool must be weighed up after the sale. The defendant on the other hand, by her auctioneer, said as the seller she was by custom entitled to weigh it up at any time before or after the sale. His honour having found for the defendant, the plaintiff appealed.

THE COURT, allowed the appeal, with costs.

RIDLEY, J., said they thought the decision appealed against was wrong. The condition no doubt was not drawn strictly or plainly on the question of the time at which the wool was to be weighed up. It would have been better if there had been words put in to shew precisely the intention of the auctioneer and of the vendor upon this point. The county court judge had held that there was no custom in the county of Wilts to weigh only after the sale. He thought that was not a correct finding and that *primâ facie* the words "the wool to be weighed up" applied to something to be done after the wool was sold. The plaintiff in fact did not buy at the true weight, and yet it was said that the conditions of sale required him to do so. That could not be a sound argument. If there was any doubt as to the difference in the weight between the wool as paid for and as bought by the plaintiff, according to the conditions of sale as he read them, it must be referred back to the judge to ascertain the amount.

BIGHAM, J.—In this case it appeared that on the 11th of July last the plaintiff bought at auction a quantity of wool at a price per pound. If nothing more had taken place the purchaser would have been obliged to pay upon a weighing the amount found due to the vendor. But it was said that he was bound to pay on a weighing that had in fact taken place three weeks before he made his purchase, and in support of that contention one of the conditions of sale was relied upon. The condition was this: "The wool to be weighed up by a person appointed by the auctioneer"—that was all—"and taken away by and at the expense of the purchaser on or before the time stated by the auctioneers at the sale." He thought the condition meant to fix merely the person by whom the wool was to be weighed, and had no reference to the time when he was to weigh it. If that was the true construction of the condition, then the ordinary common law rule of practice applied—namely, that a purchaser of goods by weight cannot be called upon to pay for the goods except upon a weight to be ascertained at the time when he made his purchase. Here, after the plaintiff had got his goods and paid for them, he found them 2 per cent. below the weight he had paid upon. On inquiry he discovered that the goods were weighed three weeks before he purchased them, and very naturally he demanded back the excess so paid. The case must be remitted for the judge to ascertain the amount which the plaintiff was entitled to recover (if any) for shortage.—COUNSEL, *E. Grimwood Meare; Foa*. SOLICITORS, *Geare & Pease*, for *Bowker & Sons*, Winchester; *Butterworth, Rose, & Morrison*, Swindon.

[Reported by ERSKINE REID, Barrister-at-Law.]

Winding-up Cases.

Re **SEPTIMUS PARSONAGE & CO. (LIM.).** Wright, J. 19th June.

COMPANY—WINDING UP—FRAUDULENT CIRCULAR—ATTEMPT TO MISLEAD THE COURT—CONTEMPT OF COURT.

This was a motion, made by the special direction of the judge, on behalf of the official receiver, that Messrs. Septimus Parsonage and J. V. Criper, directors of the company, and T. R. Grace, an employé of the company, might be committed for contempt of court, in that, whereas a petition was pending for the compulsory winding up of the company, they conspired together to obtain, by misrepresentation to the shareholders thereof and other improper means, the passing of a resolution of the company for the voluntary winding up thereof, with intent to mislead the court as to the real views of such shareholders and prevent a compulsory winding-up order being made. A petition for the compulsory winding up of the company was presented on the 21st of March, 1901, by the assignee of a claim for costs of a solicitor. On the following day a board meeting was held, at which four directors, including Parsonage, Criper, and H. T. Gould, were present, and it was then decided to call a meeting of the company to pass a resolution for a voluntary winding up. Later in the day Gould told Parsonage that he had come to the conclusion that it would be improper for the directors to call the meeting, and that he should oppose it; at the same time he intimated that he disapproved of Parsonage's conduct as a director. Thereupon the latter consulted Criper, and proposed to send a circular to the shareholders, to which course Criper apparently agreed. It was alleged that the circular had been submitted to, and approved by, the late solicitor to the company, but it was not shewn that he knew on whose behalf it was issued. Grace, who was in the company's employment at thirty-two shillings a week, and who held 200 preference shares which had been given him by Parsonage, was then sent for by the latter or by Criper, and was at length induced to sign the circular bearing his address at Southend, in which, after referring to the notice sent by the directors convening an extraordinary general meeting with a view to voluntary liquidation, he stated that as a large shareholder in the company he was dissatisfied with the conduct of the directors, and was at his own expense about to make a thorough investigation into the affairs of the company with the object of ascertaining the truth with regard to the circumstances of the company and the conduct of its affairs, and he asked the shareholders to support him in his action, and, if they were unable to attend the meeting in person, to send proxies (forms of which he enclosed) to enable him to vote for them in support of the inquiry. This circular was printed on the instructions of Parsonage or Criper, and sent to the shareholders by Grace from Southend, and in reply he received proxies representing 60,000 shares. The directors, in addition, held a considerable number of other proxies, and together with Grace were able to command a clear majority. The meeting was held on the 1st of April. A resolution for voluntary winding up was moved by Parsonage and seconded by Criper; an amendment was moved by a shareholder for the appointment of a committee of investigation, but was declared to be lost on a shew of hands. Grace alleged that he voted for it, but he did not use his proxies or demand a poll. An amendment was then moved for compulsory winding, up and seconded by Gould, and on a show of hands was apparently carried, but on a poll being demanded the proxies held by Grace and the directors were used in favour of a voluntary winding up, a resolution for which was passed. On the 4th of April another form of circular was sent to Grace with instructions for getting it printed. Grace had it printed, and sent it from Southend; it purported to describe what took place at the meeting and explained Grace's action there, and expressed the hope that he had acted in accordance with the wishes of those who had given him proxies, and asked the latter to return a form (which was enclosed) expressing their opinion of the way in which he had used their proxies. An order was subsequently made for the winding up of the company. It was contended that if in the course of judicial proceedings attempts were made to mislead the court, such attempts constituted a contempt of court, and that in this case the resolution for voluntary winding-up obtained in this manner had been intended to be used, and had been used, to influence the court to prevent a compulsory winding-up order being made; on the other hand it was contended that the transaction was merely intended to checkmate Gould and not to deceive the court.

WRIGHT, J., said that a fraud of the gravest kind had been committed; Grace was a man of straw put forward by Parsonage and Criper to issue a false circular from Southend. Why had it been posted there except for the purposes of fraud? The meeting came on, and at it Grace obeyed Parsonage and Criper, and all the proxies which were given to be used against the directors were used in their favour and in support of a resolution for a voluntary winding up. It was the grossest of frauds on the shareholders. Then how far was this fraud directed against the court? Parsonage and Criper must have known that the effect of an existing voluntary winding up was to destroy the right of the petitioning creditor to have the company wound up by the court unless the petitioner could shew that his rights would be prejudiced by the voluntary winding up, which prejudice was often a difficult matter to prove. The court must therefore infer that it had been intended to bring about a real interference with the court when the petition came on. In the circumstances Parsonage must be committed to prison for six weeks and Criper for four weeks, but no order would be made against Grace, having regard to his

position and to what the Attorney-General had said in his favour.—COUNSEL, *Sir Robert Finlay*, A.G., and *R. J. Parker; Shee*, K.C., and *Edmonds*. SOLICITORS, *The Solicitor to the Board of Trade; Mason, Son, & Turnbull*.

[Reported by W. MORRIS CARTER, Barrister-at-Law.]

Re **STATE OF WYOMING SYNDICATE (LIM.)**. Wright, J. 25th June.

COMPANY—WINDING UP—REQUISITION TO DIRECTORS—NOTICE OF MEETING BY SECRETARY WITHOUT AUTHORITY — CONSEQUENT INVALIDITY OF RESOLUTION TO WIND UP VOLUNTARILY — CREDITOR'S PETITION — COMPANIES ACT, 1900, s. 13, SUB-SECTIONS 1, 3, 5.

This was a creditor's petition for the compulsory winding up of the above company, which had been presented on the 16th of May, 1901. Before the petition was presented—namely, on the 25th of April, 1901, a requisition was sent in to the directors, in accordance with section 13 of the Companies Act, 1900, requiring them to convene an extraordinary general meeting of the company for the purpose of passing resolutions for voluntary winding up and the appointment of a liquidator. On the 29th of April, 1901, the secretary of the company, acting on his own authority, issued from the offices of the company notices convening a meeting of the company, to be held on the 10th of May, to pass the extraordinary resolutions. These notices were signed by the secretary and did not state that the meeting was summoned by the directors. At the meeting held in accordance with the notice, two directors, the requisitionists, and many shareholders were present and the resolution was passed by the required majority. By the articles two directors formed a quorum, and the regulations governing the calling of meetings were those contained in Table A of the Companies Act, 1862, clause 32 of which provides that the directors may, whenever they think fit, convene an extraordinary general meeting. The petition was opposed on the ground that there was already a voluntary winding up pending, but the petitioner contended that the resolution had not been validly passed, because the meeting had been held without any authority of the directors. Counsel for the voluntary liquidator referred to *Browne* v. *La Trindad* (36 W. R. 289, 37 Ch. D. 1), *Foss* v. *Harbottle* (2 Hare 461), *Southern Counties Deposit Bank* v. *Rider* (73 L. T. R. 374), *Re Bonelli's Telegraph Co., Collier's Claim* (19 W. R. 1022, 12 Eq. 246, 258).

WRIGHT, J., said that in his opinion the law was quite clear that the meeting could not have been properly summoned on the day on which it was summoned except by the directors. It could not have been summoned by the requisitionists because the twenty-one days limited by section 13 of the Act of 1900 had not expired, and until after that period had elapsed only the directors could call the meeting, and the secretary could not, without their authority, summon a meeting. His lordship said that this was admitted by Mr. Martelli, who however said that there had been a mere irregularity in the internal affairs of the company which could, and would, have been immediately set right if the existence of the irregularity had been known, and that it was contrary to the established principles of equity to regard such a matter as this as an irregularity which was fatal to the validity of the proceedings. His lordship said no one would desire to infringe on *Browne* v. *La Trinidad* and other similar cases, but he hesitated to apply the principles of those cases in a case like the present, and in doing so he thought he was deciding in accordance with the decision of Cozens-Hardy, J., in *Re Haycroft Gold Reduction and Mining Co.* (1900, 2 Ch. 230, 236). Nothing could be more important than the question whether a company should proceed to a voluntary liquidation, and it seemed to him that proceedings of this kind ought to be conducted with substantial propriety. In a case of this kind the secretary could not act entirely on his own authority, and if he did so, his lordship thought he ought not to hold that a resolution passed at the meeting was valid. If it had been a mere question of informality with regard to the constitution of the board which summoned the meeting—*e.g.*, a question of a quorum being present, then *Browne* v. *Trinidad* might have been applied. No doubt two directors, the requisitionists, and many shareholders had been present at the meeting, and if there had been full knowledge of the irregularity and the directors had done anything to recognize the act of the secretary as their act, then a different question would have arisen, but there was no question of ratification in the present case. His lordship therefore held, that no valid resolution for voluntary winding up had been passed, and made the usual order for a compulsory winding up. The cost of the voluntary liquidator were allowed out of the assets.—COUNSEL, *F. Gore-Brown; E. W. Martelli*. SOLICITORS, *Judge & Priestley; Robbins, Billing, & Co.*

[Reported by W. MORRIS CARTER, Barrister-at-Law.]

LAW SOCIETIES.

THE GLOUCESTERSHIRE AND WILTSHIRE INCORPORATED LAW SOCIETY.

The annual general meeting of the above society was held at Stroud, on Wednesday, the 26th day of June, 1901. The members met at "The Green," the residence of the president (Mr. A. J. Morton Ball), at 12 noon, when the business of the meeting was transacted. The following members were present: Mr. A. J. Morton Ball (president, in the chair), Mr. W. Forrester (Malmesbury, vice-president), Messrs. W. Warman, R. H. Smith, E. G. Little, H. H. Mills, E. Northam Witchell, J. L. Norris, A. H. G. Heelas, C. Upton and F. G. Playne (Stroud), J. Mullings (Cirencester), M. F. Carter (Newnham), W. G. Gurney and W. G. Earengey (Cheltenham), John Bryan, J. P. Wilton Haines, C. Scott, G. Whitcombe, J. H. Jones, G. Sheffield Blakeway, H. Allen Armitage, W. Langley-Smith, H. W. Grimes, J. P. Wilkes, and John W. Coren (hon. secretary, Gloucester).

The report of the committee of management for the past year was adopted on the motion of the President seconded by Mr. M. F. Carter.

Gratuities to the amount of £82 10s. were voted to the relatives of deceased solicitors, and a donation of ten guineas to the Solicitors' Benevolent Association.

A donation of £21 was voted to the Gloucestershire Law Library Society.

It was resolved to continue in association with the Associated Provincial Law Societies for the current year.

Mr. William Forrester (Malmesbury) and Mr. Charles Scott (Gloucester) were elected president and vice-president respectively for the year ensuing.

The following were elected as the committee of management for the ensuing year, together with the president, vice-president, and hon. secretary: Messrs. R. Ellett, M. F. Carter, W. Warman, J. B. Winterbotham, E. C. Sewell, H. Bevir, John Bryan, A. J. Morton Ball, and J. P. Wilton Haines.

The following new members were elected, viz.: Mr. C. O. H. Sewell (Cirencester), Messrs. Robert Hilton and L. A. Luxmoore (Swindon, Wilts), Mr. W. H. Madge (Gloucester), and Mr. Ronald McLaren (Cheltenham).

A vote of thanks to the president concluded the meeting.

Luncheon was afterwards served, and the members then proceeded for a drive through Woodchester, Nailsworth, Avening, and Cherrington, returning over Minchinhampton Common to dinner at the Imperial Hotel. The dinner was also attended by his Honour Judge Ellicott and Mr. Ellett (the president of the Incorporated Law Society, U.K.), and other members who were unable to attend the meeting.

The following are extracts from the report of the committee:

Members.—The number of members is 111, of whom eighty-five are also members of the I.L.S.U.K.

"Ellett" Presentation.—The committee, in accordance with the resolution of the members of the society at the last annual meeting, had the pleasure of presenting to Mr. Robert Ellett, the president of the Incorporated Law Society, an illuminated address, together with silver candelabra engraved with a suitable inscription, as subscribed for by the members. The following is a copy of the address: "Gloucestershire and Wiltshire Incorporated Law Society. To Robert Ellett, Esquire, President of the Incorporated Law Society, U.K. At the annual general meeting of this society, held on the 18th of July, 1900, the following resolution was unanimously passed: 'That the members of the Gloucestershire and Wiltshire Incorporated Law Society unanimously desire to record on their minutes their appreciation of the high honour done to this society by the election of Mr. Robert Ellett to the presidency of the Incorporated Law Society, U.K., a position to which by his personal integrity and worth, and by his able and constant efforts in support of our profession, he has so justly attained.' It was also decided at the meeting that a presentation should be made to Mr. Ellett in recognition of the great services rendered by him to this society as its president from 1881 to 1892, and as a mark of personal regard and esteem from many friends.'" [Then follows the names of the subscribers.] The resolution and presentation were very cordially acknowledged by Mr. Ellett.

Incorporated Law Society, U.K.—In consequence of the resignation of Mr. Vassall, of Bristol, of his seat on the Council, it has become necessary under the scheme of 1896 for the western district to elect a new member. The Herefordshire society proposed Mr. W. J. Humfrys, of Hereford. He has been a useful member of the Council (extraordinary), and your committee have supported his candidature and ask all the members of the society who are electors to record their votes for him, as he is now the accepted candidate for the western district. Mr. Parr, of Bristol (a member of the same firm of Mr. Vassall), and Mr. Hill, of Cardiff, were also candidates; but it appeared to your committee that the interests of the great towns are already strongly represented on the Council. Mr. C. E. Mathews, of Birmingham, is the accepted candidate for the Midland district on the resignation of Mr. Saunders, and it is hoped that in accordance with the scheme of 1896 our members will vote for Mr. Mathews.

Corrupt Practices Bill.—The committee are pleased to report that the efforts made by the various law societies to amend this Bill have not been without success, and that the Bill as now introduced by the Lord Chancellor appears to be honestly intended to check corrupt practices without interfering with legitimate business.

Conditions of Sale.—The committee consider that the time has almost arrived for revision of our common sale conditions, and would welcome suggestions from the members on the subject. They would also call the attention of members to the necessity of duly stamping contracts of sale annexed to our conditions before execution, as the Inland Revenue Commissioners insist on the full penalty of £10 if such contracts are stamped after execution. The occasional appearance of advertisements of sales under our conditions, but without the name of any solicitor appended, is worthy of notice and inquiry. The necessity of disclosing special and general conditions of sale before a sale by auction has attracted some attention since the judgment given in *Dougherty* v. *Oates* by Mr. Justice Buckley, who plainly implied that unless intending purchasers were given an opportunity of inspecting conditions of sale and all material deeds before coming into the sale room they would not be bound by restrictions other than those necessarily implied from the description of the property. The opinion of Mr. E. P. Wolstenholme was taken on the subject by the Wakefield Law Society in March last, and is at the service of members of this society. He advises that "the only safe course is to have particulars, special conditions, and general conditions printed on the same paper," and that "the purchaser must be informed of restrictive covenants, but it is sufficient to refer to them generally in the particulars, and to say that copies of them or of the deeds containing them can be seen at some specified place for a reasonable time, say ten days, before the sale. They need not be set out in the contract or read at the sale."

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, on Wednesday, the 10th inst., Mr. T. Musgrave Francis (Cambridge) in the chair. The other directors present being: Messrs. H. Morten Cotton, Grantham R. Dodd, Walter Dowson, J. Roger B. Gregory, Samuel Harris (Leicester), F. Marton Hull (Liverpool), Sir George H. Lewis, F. Rowley Parker, Richard Pennington, J.P., and J. T. Scott (secretary). A sum of £895 was distributed in grants of relief, eighty new members were admitted to the association, and other general business transacted.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

Intermediate Examination.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 19th of June, 1901:

Aldridge, Harold Whitchurch Moor-ing, B.A. (Camb.)
Appleyard, Lionel
Bailey, Herbert
Baker, Thomas Ernest
Barnett, Ernest Edward
Barnsley, Godfrey, B.A. (Oxon.)
Barton, Wilfred Edwin
Bates, Edmund Chadwick
Beardsley, Godfrey Leonard
Beaven, Reginald Albert Gardner
Bentham, John Apthorpe
Berry, James Arthur
Bird, Joseph
Bissett, Thomas Lethbridge
Bosanquet, Geoffrey Courthope, B.A. (Camb.)
Brown, Arthur Cassels, B.A. (Oxon.)
Burdett, Arthur Brailsford
Buttle, William Francis
Capt, Ernest Emile Henry
Cautherley, Charles Stewart
Clarke, Harry Noel
Clayton, Roger, B.A. (Oxon.)
Clifford, Francis Ernest
Clinton-Baker, John Hugh, B.A. (Oxon.)
Cocks, William Bond
Cohn, Albert Maher, B.A. (Oxon.)
Coley, William Howard
Cookesey, Thomas
Cooper, Edward
Cotton, Cecil Maurice
Crowther, Alfred Edward
Curtis, William Frederick
Dashwood, Henry Thomas Alex-ander, B.A. (Camb.)
Dodd, Albert Charles Webber
Douglass, Percy Baring
Dwyer, Frank Hemming
Dyall, Charles William
Esam, John
Eustace, Frederick
Few, John Edward, B.A. (Camb.)
Fletcher, Philip Deighton
Forshaw, Thomas Herbert
Freeth, Walter Kingson
French, William Douglas, B.A. (Camb.)
Fulton, Hamilton Koberwein
Garrood, Henry
Gartside, Charles Percy
Gilbert, John Clifford Wilson, B.A. (Oxon.)
Gill, Frederick William
Glossop, Alfred
Goddard, Arthur Henry, B.A. (Camb.)
Hagen, Francis William Day
Hague, John
Hanscombe, Hugh James
Harle, James Lockey
Hart, Bernard Leslie
Hart, Cecil Edgar
Hartley, William Percy
Hartopp, Edward Liddell
Hawken, Reginald
Hick, Mark Day
Holmes, William Wainman
Hope, Herbert Ashworth
Horton, Walter, B.A. (Oxon.)
Howard, John Gordon
Howlett, Francis Keeling
Hubbard, Arthur Fortescue
Huxley, Henry Scott
James, Arthur Godfrey, B.A. (Oxon.)
Johnson, Edward Dinwoody
Johnson, Henry Mayott, B.A. (Oxon.)
Jones, Herbert Edward
Jones, Hugh Middleton
Keen, Harry
Kew, William Rupert
Lake, Robert
Leather, Arthur Bowring
Lee, Percy Kemp
Lee, Thomas Oliver, B.A. (Oxon.)
Lloyd, Lionel Robert
Lomer, Walter Reginald
Longrigg, George Edmund, B.A. (Camb.)
Malkin, Arthur
Malpus, George
Martin, Edwin McGrath, B.A. (Camb.)
Medley, John Percival
Merriman, Frank Boyd
Milne, Kenneth John
Müller, Douglas Gage
Neil, Alexander Cockburn
Ogburn, Frederick Ernest
Page, Stuart Lynam
Parker, Harold
Parker, Reginald Frank, B.A. (Oxon)
Partridge, Percival Walter
Payne, Robert Alexander
Peck, Geoffrey Musgrave Alfred
Penny, Albert Edward
Peter, Reginald Arthur
Phelan, William Henry
Pole, Norman Hosegood
Pollock, Vivian Arthur
Ponting, Walter Henry
Porter, Leonard
Pothecary, Herbert Martin Rixsen
Pulleyn, George Frederick
Pullinblank, Maurice
Pritchard, Horace
Pruddah, Robert Austin
Pulleyne, Paul
Reynolds, Harold Edwin
Roach, Horace
Robertson, Archibald Harvey, B.A. (Durham)
Roch, Walter Francis
Ruston, Frederick Vyvyan
Samuel, Albert Lewis
Savery, William Hubert
Shaw, Harold Wyberg
Sims, Augustus Frederick
Smith, Henry Charles John Russell
Smith, Herbert Gorringe
Smith, Theodore Leslie
Smithett, Albert Latreille
Sparks, Frederick James
Stephen, Noel Campbell
Stone, Arthur, B.A. (Camb.)
Suggate, Aubrey Pierrepont
Thompson, Tom Roe, B.A. (Oxon.)
Toller, George Archibald
Turner, Robert Reginald Johnston
Wade, James Mervyn
Walmsley, John Fred
Walshaw, Saxon
Ward, George Crowe
Ward, William Beaumont
Watson, Lawrence Cecil
Whitting, Edward Jewel, B.A. (Camb)
Williams, Malcolm Parker, B.A. (Oxon.)
Wilson, Alan Campbell
Wilson, Charles
Wood, Charles
Wood, Herbert Amos Raistrick
Wood, Robert
Woodroffe, William Harold Good-ale, B.A. (Camb.)
Worstenholme, Harold Parker
Wright, Geoffrey Herbert
Wright, James Dunckley

Final Examination.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on 17th and 18th June, 1901:

Aaron, Norman Hyam
Argyle, Francis Harry
Arnott, Henry Glen
Ascroft, William Fawell, B.A. (Oxon)
Atkey, James Frederick Haynes, B.A. (Camb.)
Aubrey, Charles Henry
Bagshawe, Edward Gray
Baines, Sidney Ernest
Baker, Reginald Lawrence
Banks, Arnold Shaw
Barker, Geoffry Hugh Mitcalfe
Barker, George Norman
Barrett, Herbert Leslie Crosthwaite
Beale, Edmund Phipson
Bell, Sydney Pyman, B.A., LL.B. (Camb.)
Belsey, John William
Bendall, Reginald James
Bird, Clifford Henry
Blachford, Henry Francis
Blake, Charles Frederick Sapte
Blandford, Walter Fielding Holloway, M.A. (Camb.)
Block, William Thomas Barnard
Blyth, Maurice McAuslane, B.A. (Camb.)
Booth, Ernest George
Bradwell, Herbert
Brinton, Percival Robert, B.A. (Oxon.)
Brisco, Richard Brown
Brookhouse, John Charles
Brown, Sydney Ernest
Brown, William Stanley Alston
Brydon, Robert Shadforth
Buckle, William Beecroft
Bullin, Reginald
Burgess, Henry
Burgess, Henry George
Burls, Harold Edwin Grant, B.A. (Oxon.)
Burnie, Edward Alfred
Cape, John Alfred
Carden, Philip Sidney
Cass, Charles Parkinson
Caswell, Thomas Hill
Chittock, Aubrey Thorn
Chubb, Harry Percy
Churton, William Arthur Vere, B.A., LL.B. (Camb.)
Cleaver, Harold Willoughby
Clifton, William Ernest
Cole, Archibald Colquhoun, B.A. (Camb.)
Collier, Oswald
Collings, Robert Hayward Lindon
Corfield, Thomas Henry, B.A. (Oxon.)
Crane, Frederick Charles Smith
Cruickshank, Robert Barnard, B.A. (Oxon.)
Davey, George William
Davis, George Edgar Shuter, B.A. (Camb.)
Dawe, Leonard William
Dean, Gilbert Dean
Dewhurst, Norman
Dimes, Percy Etty
Dobson, William Greswell
Dodworth, George Newbould
Druce, Eliot Albert Cross, B.A., LL.B. (Camb.)
Duncalf, Frank Maydew
Dutton, William
Eastwood, Albert Edward, B.A. (Camb.)
Eddowes, Arthur
Edington, Harry Conway
Edleston, Edward Francis Coppen-hall
Emmet, Ernest Arnold
Ewart, Joseph
Farrington, William Bowker
Fea, George Oswald
Feeny, Leo Burton,
Finnis, Robert Leslie
Firth, Wilfrid
Floyd, Alfred Edward
Forward, Cecil
Fowler, Robert George
Fraser, Cecil Eustace William, M.A. (Oxon)
Fry, Edward Houghton
Fynes-Clinton, Arthur
Gateley, Stephen Joseph
Gee, Harold
Gingell, William Henry
Given-Wilson, Harold Mervyn, B.A., LL.B. (Camb.)
Gladstone, Robert Phillott
Goffey, Thomas
Goodman, Fred Tench
Gould, Tom Barnard
Gray, Eliot Cecil George, B.A. (Camb.)
Green, Douglas
Griffith, Arthur Lloyd
Gubbay, Simon Marcus Simon
Hall, James
Hall, John
Hamilton, Lewis Gellie, B.A. (Oxon.)
Harbottle, David Lindsay, LL.B. (Victoria)
Harrison, Ernest Charlton
Haslewood, Guy Harrop
Hatch, Frank
Hawks, William James
Hawksley, Ernest Bourchier, B.A. (Oxon.)
Henderson, Philip Maclagan
Henley, Henry John
Hewitt, Walter Pearse, B.A. (Oxon)
Hodge, John
Hodgkinson, Conway Loveridge
Hood, Walter George Jacombe
Hooper, John McKenzie, B.A. (Oxon.)
Hore, Reginald Bernard
Horton, Leslie Thornton
Howe, Samuel Walter
Hoyle, Henry
Hughes, William
Hunt, Sydney
Jackson, Arthur Spencer, B.A. (Oxon.)
Jackson, Francis Bernard, B.A. (Camb.)
Jackson, Philip Harman
Jarvis, Sydney Herbert
Jones, Eden Haythorne
Jones, Edmund Stanley
Jordan, Henry
Jubb, Joseph
King, William Henry
Langmore, Wilfred Bankart, LL.B. (Camb.)
Law, Walter Richard Joseph
Lee, Frank
Lewis, Alfred William
Lewis, Thomas William
Lewis, William Rhodes
Liell, Leonard William
Llewellyn, David
Lomax, Arthur Hilton
Longinotto, Leo
Loughborough, Edmund Moore, B.A. (Oxon.)
McGrath, Joseph Charles
Mackenzie, Edwin
Mackenzie, Henry Lascelles

Maclean, Horace Malcolm
Mahon, Heathfield MacMahon, B.A. (Oxon)
Malins, William Howard, B.A. (Camb)
Mann, William Horace
Maples, Frederick Chauncy B.A. (Oxon.)
Marsh, Dudley Palk
Marshall, Benjamin
Marshall, William Skinner, B.A., LL.B. (Camb.)
Mason, Frederick John
Mattingley, Frederick Robert
Mawby, Edwin George
Mercer, William David
Metchim, Edgar Ralph
Moore, Edwin Fred
Morrell, George Edward
Morton, James
Mullis, Fred
Myott, Norman McLean
Nance, Ernest Morton, M.A. (Lond.)
Nicholson, Robert Leonard Saint Clare
Nickson, Robert Oddie
Olley, George Henry
Painter, Ernest Arthur
Paterson, William Augustus Elliot
Peach, Henry William
Phillips, Thomas, LL.B. (Camb.)
Pitcairn, Arthur Alexander
Rawson, Alfred Cooper
Rayner, Joseph Sutcliffe
Read, Percy Hamilton
Reed, Ethelbert Wreford
Reeve, William Vevers
Richardson, John Sherbrooke, B.A. (Camb.)
Robinson, Arthur Douglas, B.A., LL.B. (Camb.)
Rundell, Cyril Herbert
Ryland, Henry Montagu
Seaton, George Stuart
Sedgwick, John Stephen, B.A. (Camb.)
Shephard, Harold
Shield, William James
Simpson, Robert Arthur Abbs
Sowerby, John Richardson
Spanton, John Woodfield
Stamp, William Arthur Edmund
Stephenson, Frank Latham, B.A. (Oxon.)
Stubbs, Ivor Frederick Pattinson
Taylor, Lawson
Telford, John James
Thairlwall, Frederick
Tillett, Eric De Caux
Tootal, Frederick Edward Owen, B.A., LL.B. (Camb.)
Townsend, Charles Lucas
Underwood, Henry Laurence, B.A., LL.B. (Camb.)
Vachell, Arthur Cadogan
Walker, William Henry
Waller, Alexander Mortlock
Walton, Oliver
Watkin, John Wilfred
Watson, The Hon. David Kenneth, M.A. (St. Andrews)
Wayman, Harry Reginald Bland, B.A. (Oxon)
Webb, Wilfred William
Weigall, Evelyn Henry Villiers, B.A. (Oxon)
Whitaker, Alfred Kidd
White, Henry, B.A. (Oxon.)
White, William Edgar
Whitfield, James Gibson, B.A. (Camb.)
Wickens, Samuel
Wilkinson, Lancelot
Woollcombe, Basil Richard
Wright, Harold Kentish
Wrigley, James Cecil, M.A., LL.B. (Camb.)
Wyatt, Harold William Bertie

LEGAL NEWS.

OBITUARY.

We regret to announce the death, on the 29th ult., at the age of seventy-one years, of Mr. William King, the head of the firm of King, Wigg, & Co., of No. 11, Queen Victoria-street, London. Mr. King was born at Northampton, and served his articles with Mr. R. C. Andrew, of Brixworth, near Northampton. He was admitted in 1853 and became managing clerk to the firm of Gem, Pooley, & Beisley, of No. 1, Lincoln's-inn-fields. This firm subsequently became Beisley, Read, & Pattison, and afterwards Pattison & Wigg. Mr. King became partner in the last-mentioned firm, and continued his association with it under the successive styles of Pattison, Wigg, & Co. and King, Wigg, & Co. He was a man of great shrewdness and capacity, and was also distinguished by the genuine kindliness of his disposition, a combination of qualities which enabled him to obtain in a remarkable degree the confidence of clients and to smooth away difficulties arising in negotiations. Mr. King, who looked hale and hearty up to within a short period before his death, succumbed to a heart affection, complicated with pneumonia. His loss is deeply regretted by a wide circle of friends.

The death is announced of Mr. Charles Pilling McKeand, barrister-at-law, of the Northern Circuit. He was educated at Westminster School, and was called to the bar in 1877. He practised at Manchester, and had a large criminal business.

Mr. Richard Wright, LL.B., the Registrar of the Brompton County Court, died suddenly this week. He was admitted in 1854, and had been attached to the court for forty-six years. At the sitting of the court Judge Stonor said he was sure the members of the bar, solicitors, and officials would join with him in expressing deep regret at losing so highly respected, able, and experienced a registrar, and added that during the last twenty years his honour and Mr. Wright had been on terms of sincere friendship. Mr. Freeman Barrett, barrister, and Mr. Morley Stark, solicitor, also expressed their sorrow at Mr. Wright's death.

APPOINTMENTS.

Mr. E. A. Nepean, barrister-at-law, has been appointed a Revising Barrister for Middlesex.

Mr. Justice Stanley, a Puisne Judge of the High Court at Calcutta, has been appointed to be Chief Justice of the High Court at Allahabad, in succession to the late Sir Arthur Strachey.

Mr. Harry Lushington Stephen, barrister-at-law, has been appointed to be a Judge of the High Court at Calcutta, to fill the vacancy caused by the appointment of Mr. Justice Stanley as Chief Justice of the High Court at Allahabad.

Mr. E. S. Fordham, the metropolitan police magistrate at North London police-court, has been elected Chairman of Quarter Sessions for Cambridgeshire.

Mr. R. D. M. Littler, K.C., has been elected Chairman of the Middlesex Quarter Sessions for the thirteenth time.

CHANGES IN PARTNERSHIP.

Admission.

A partnership has been entered into between Messrs. Engall & Davidson, of Acton, and 13, Bedford-row, and Mr. A. C. Crane, lately practising at 44, Bedford-row. The new firm will be known as Engall, Davidson, & Crane.

Dissolutions.

Edward Alfred Groom and John Hassall Kirtley, solicitors (Thompson, Groom, & Kirtley), 3, Raymond-buildings, Gray's-inn, London. June 30. [*Gazette*, July 5.

Leonard John Thrupp Chidell and Harry George Mumford, solicitors (Thrupp & Chidell), 7, Old Cavendish-street, London. July 1. In future such business will be carried by the said Leonard John Thrupp Chidell alone at 7, Old Cavendish-street.

Walter William Wynne, George Arthur Holme, Walter Edward Wynne, and Richard Wynne, solicitors (Wynne, Holme, & Wynne), 10, New-court, Lincoln's-inn, London. June 3. So far only as regards George Arthur Holme. [*Gazette*, July 9.

GENERAL.

Lord Morris has had a relapse and his condition is stated to be far from satisfactory.

It is very unlikely, says the *Birmingham Gazette*, that Mr. Justice Day, who was taken ill while on circuit, will return to the bench. Heart trouble has been developed, and his time for retirement from active work seems to have arrived.

Mr. Arthur Sperling, for twenty-six years chairman of Cambridgeshire Quarter Sessions and twelve years chairman of the Cambridgeshire County Council, was on the 6th inst. presented on his retirement by members of those bodies with a gold watch, a carriage clock, and large silver salver. Mr. Sperling, in his reply, thanked his many friends for their valuable testimonial.

At the forthcoming trial of Lord Russell at the House of Lords, the Chancery judges who will be present are Justices Cozens-Hardy, Farwell, and Buckley. The Attorney-General, the Solicitor-General, Mr. Sutton, and Mr. Bodkin will appear on behalf of the Crown; and Lord Russell will be represented by Mr. Robson, K.C., Mr. Horace Avory, K.C., and Mr. Charles Mathews.

Sir Robert Finlay, K.C., LL.D., whose knighthood dates from 1895, when he became Solicitor-General, is, says the *Daily News*, fifty-nine to-day (11th July). As Attorney-General, a post to which he attained on the elevation of Lord Alverstone to the Chief Justiceship last year, Sir Robert Finlay is alike popular in political and legal circles. It is thirty-four years since he was called to the bar, and before studying for the law he graduated in medicine at Edinburgh University. With the exception of the years 1893-4, Sir Robert has represented the Inverness Burghs since 1885. A devotee of golf, the Attorney-General spends most of the time he is free from Parliamentary and legal engagements at his country house adjoining the golf links at Nairn.

At the Southwark County Court, on the 8th inst., says the *Times*, his Honour Judge Addison, K.C., again had before him the case of *Bowden v. Barrow Brothers* in reference to a request by the respondents, Messrs. Barrow Brothers, to terminate an award of 12s. 6d. per week under the Workmen's Compensation Act to an old man of seventy named Bowden, who was injured while in the respondent's employ. His honour had ordered Bowden to be examined by one of the medical referees under the Act, whose decision should be final; and he now stated that as a result of the report of the medical referee he was obliged to dismiss the application, with the result that the award would continue. Mr. Keble, solicitor, who appeared as representing Messrs. Barrow Brothers, asked for a copy of the medical referee's report, intimating that it might be of great use for the future. His honour said that he could not allow a copy to be given. From a correspondence which he had received from the Home Office he had formed the opinion that such reports were privileged and were only for the judge. On Mr. Keble, however, citing a case in which he alleged a report to have been made public, the judge said that he would definitely inquire whether a copy of the report could be furnished.

"Plaintiff's Solicitors" write to the *Times* as follows: In these days when writers not are slow in producing evidence of delay, either on the part of the officials of the court, or of solicitors, or of both, it will be refreshing to give a very recent experience of the facilities which are available when necessity arises. Counsel instructed by us in an urgent case applied to one of the Chancery judges, *ex parte*, for an interim injunction restraining a person from doing a certain thing (the precise nature of the case is immaterial) for one week, and for leave to serve such person with notice of motion returnable within the week to continue the injunction until further order. The judge granted the order at 2.15. The brief was indorsed by counsel, initialled by the registrar, and carried in with the necessary papers to the registrar's office, where the order was drawn in full and engrossed, and the engrossment handed out for examination and approval by us as solicitors having carriage of the proceedings. It was then stamped and

handed back to the registrar's office, passed by the registrar, initialled by him, and entered (by being copied into the court books as a completed order), and finally delivered out to us by 4 o'clock in the afternoon of the same day. No previous intimation of any of the steps was conveyed to the officials concerned, and no extra fees were asked for nor given, and we are unwilling to withhold this testimony of the smooth and rapid manner in which the vast legal machinery worked, by which it is possible, when necessary and proper, to deal a swift and crushing blow in the interest of justice.

In the House of Commons on the 10th inst., the Finance Bill was, on the motion of the Chancellor of the Exchequer, recommitted for the purpose of inserting the following claim: "(1) Notwithstanding anything contained in the Stamp Act, 1891, a policy of sea insurance made for time may contain a continuation clause as defined in this section, and such a policy shall not be invalid on the ground only that by reason of the continuation clause it may become available for a period exceeding twelve months. (2) There shall be charged on a policy of sea insurance containing such a continuation clause a stamp duty of 6d. in addition to the stamp duty which is otherwise chargeable on the policy. (3) If the risk covered by the continuation clause attaches and a new policy is not issued covering the risk, the continuation clause shall be deemed to be a new and separate contract of sea insurance expressed in the policy in which it is contained, but not covered by the stamp thereon, and the policy shall be stamped in respect of that contract accordingly, but may be so stamped without penalty at any time not exceeding thirty days after the risk has so attached. (4) For the purposes of this section, the expression 'continuation clause' means an agreement to the following or the like effect—namely, that in the event of the ship being at sea or the voyage otherwise not completed on the expiration of the policy, the subject-matter of the insurance shall be held covered until the arrival of the ship, or for a reasonable time thereafter not exceeding thirty days." The clause was read a second time. It was added to the Bill, and the Bill was reported as amended.

A very salutary rebuke has, says the *Central Law Journal*, been administered by the New York Court of Appeals in the case of *People* v. *Mull* to prosecuting attorneys who make it a practice to brow-beat a jury in their endeavour to coerce a verdict. The following are some extracts from the district attorney's address to the jury: "Not one of the men who sit before me in those chairs has a doubt, either reasonable or unreasonable, as to who committed this atrocious, fiendish crime. A failure by you, gentlemen, to convict this man of this crime which has been so clearly proven against him cannot fail to excite widespread comment and indignation among the whole body of citizens of this country. Of course it is always the hope of a man accused of murder in the first degree to find one juryman to stick out and bring about a disagreement to save his life. I know that is the only hope of this accused, but if there is a man among you who will be so callous to public opinion and to the respect of his fellow citizens, who would be so forgetful and reckless of his oath, so negligent and heedless of the welfare of his family, as to say that Archie Mull did not commit this crime, then I am deceived." The Court of Appeal, in reversing the judgment, said, "Clearly we ought not to allow a verdict to stand to the securing of which such methods and influences were thought by the public prosecutor to be necessary. If it be said that in the case before us there is no reasonable doubt of the defendant's guilt, it should be remembered that it is not for the courts, but for the jury, to say this by their free and impartial verdict, and we cannot know that they have said it when we do know that they were told by the district attorney that their own good repute was in jeopardy and could only be saved by convicting the defendant."

The Governor and Company of the Bank of England give notice that they are authorized to receive applications for £3,000,000 India £3 per Cent. Stock, not redeemable before 5th October, 1948. Trustees are empowered to invest in this stock, unless expressly forbidden by the instrument creating the trust. Price of issue, fixed by the Secretary of State for India in Council, £98 per cent. The list will be closed on, or before, Tuesday, 16th July, 1901.

COURT PAPERS.

SUPREME COURT OF JUDICATURE

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, July 15	Mr. Beal	Mr. Godfrey	Mr. W. Leach	Mr. King
Tuesday 16	Godfrey	Farmer	Greswell	Church
Wednesday 17	Farmer	Godfrey	W. Leach	King
Thursday 18	Carrington	Farmer	Greswell	Church
Friday 19	Pugh	Godfrey	W. Leach	King
Saturday 20	R. Leach	Farmer	Greswell	Church

Date.	Mr. Justice Cozens-Hardy.	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.
Monday, July 15	Mr. Carrington	Mr. R. Leach	Mr. Jackson	Mr. Church
Tuesday 16	Pugh	Beal	Pemberton	King
Wednesday 17	Carrington	R. Leach	Jackson	Greswell
Thursday 18	Pugh	Beal	Pemberton	W. Leach
Friday 19	Carrington	R. Leach	Jackson	Pemberton
Saturday 20	Pugh	Beal	Pemberton	Jackson

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

July 15.—Mr. Richard Adam Ellis (of the firm of Ellis & Son), at the Mart, at 2: A Block of modern Mercantile Offices fitted with an hydraulic passenger lift, occupying a valuable site of about 1,860 sq. ft., between the Provision, Corn, and Wine Markets; rental, £2,000 per annum; held for 80 years from 1894, at a ground-rent of £370 a year. Solicitors, William Batham, Esq., and Solomon Myers, Esq., both of London. (See advertisement, this week, p. 5.)

July 15, 16, 17.—Messrs. H. E. Foster & Cranfield, at 63&8, Fulham-road, at 12, Laundry Machinery and Plant. Solicitor, G. J. Fowler, Esq., London, and Messrs. W. Fry & Son, Dublin. (See advertisement, this week, back page.)

July 16.—Messrs. David Burnett & Co., at the Mart, at 2:—Beckenham: Three Residences, close to Beckenham Junction; all let at rentals of £68, £70, and £80 per annum. Solicitors, Messrs. Birt, Follett, & Lee, London.—Brixton-hill: Two detached Residences; rental value, £80 per annum each. Solicitors, Messrs. Laundy, Son, & Kedge, London.—Brixton: House and Shop; rental value £40 per annum. Solicitors, Messrs. James & James, London.—Ilford: Eight Freehold Houses and Shops; let at £840 per annum. Solicitor, Arthur Porter, Esq., Romford.—Lower Clapton: Leasehold; let at £200 per annum. Solicitors, Messrs. Barfield & Barfield, London.—Brompton: House and Shop. Also Residence for occupation; rental value £65 per annum. Also a Terrace Residence; let at £50 per annum. Solicitors, Messrs. Plunkett & Leader, London.—South Tottenham: 24 Houses; let at rentals amounting to £873 12s. per annum. Solicitors, Messrs. Hogan & Hughes, London.—Shares in Harris Rifle Magazine (Ltd.), Hampstead Electric Supply Co. (Ltd.), Scottish Africa (Ltd.), Cape Asbestos Co. (Ltd.), Folkestone Racecourse Co. (Ltd.), Empire Theatre of Varieties (Ltd.), Hastings, and Burnside Tea Co. of Ceylon (Ltd.). (See advertisements, July 6, p. 3.)

July 16.—Mr. Frederick Warman, F.A.I., at the Mart, at 1:—Bedford-row, No. 11, John-street: Well-built Freehold Property, 14 sp'endid rooms, &c., on six floors; rental value £200. Solicitor, Conrad Fitch, Esq., London.—Crouch End, Thornlee, Coolhurst-road: Well-fitted Residence, seven spacious bedrooms, fitted bath-room, noble hall, three reception-rooms and good garden. (See advertisements, July 6, p. 3.)

July 17.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2: 11 Long Leasehold Houses, producing £386 per annum. Solicitors, Messrs. Bellord & Coveney, London. (See advertisement, this week, back page.)

July 17.—Mr. George B. Skallpeice & Co., at the Mart, at 2:—Stratford, E.: Freehold and Leasehold Ground-rents, close to Stratford and Stratford Market Stations on the G.E.R., amounting to £1,687 11s. per annum; with valuable reversions. Solicitors, Messrs. Hollams, Sons, Coward, & Hawksley, London. (See advertisements, June 22, p. 3.)

July 18.—Messrs. Debenham, Tewson, Farmer, & Bridgwater, at the Mart, at 2:—42, Holland-park, close to Holland-park Station on the Central London Railway, affording quick access to the City and West End, half a mile from Notting Hill-gate and Uxbridge-road Railway Stations, within a short walk of Hyde Park and Kensington-gardens; at the upset price of £3,500. Solicitors, Messrs. Phelps, Sidgwick, & Biddle, Messrs. E. & A. Swain, both of London. (See advertisement, July 6, p. 3.)

July 18.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2 p.m.:—

REVERSIONS:

To One-sixth of Freeholds at Bury St. Edmunds, producing £170 per annum; gentlemen aged 72. Solicitor, H. C. Pershouse, Esq., Bristol.

To One-sixth of a Trust Fund, value £10,150, in American Railway Stock; lady aged 37. Solicitors, A. Wintle, Esq., and Messrs. Dunn & Hilliard, London.

To One-eighth of One-ninth of an Estate, value £51,575; lady aged 44. Solicitors, Messrs. Oldfield, Bartram, & Oldfield, London.

To Freehold House, value £40 per annum; lady aged 61. Solicitor, Arthur Pyke, Esq., London.

To One-eighth of a Trust Estate, value £17,000. Also to One-eighth of Freehold Properties, &c., value £16,000; lady aged 65. Solicitor, R. Chapman, Esq., London.

To £2,000; ladies aged 54 and 74. Solicitors, Messrs. Crosse & Sons, London.

LIFE INTEREST of a gentleman aged 81, producing £137 per annum. Solicitors, Messrs. Snow, Fox, & Higginson, London.

POLICIES for £1,000, £1,000. Solicitor, Chas. Wm. Rees Stokes, Esq., Tenby.

SHARES in various Companies (for full particulars, see the advertisements on the back page of this week's issue).

(See advertisements, this week, back page.)

July 19.—Messrs. E. & S. Smith, at the Mart, at 2:—Corner Block of Commercial Premises, being Nos. 1 and 2, Moorgate-street-buildings, Moorgate-street, close to the Bank and Royal Exchange; let and produces a gross rental of £1,136 per annum. Solicitors, Messrs. Iliffe, Henley, & Sweet, London.—Holloway: Yard and Stabling, Dwelling-Houses, and other erections, known as Ashburton-yard, Ashburton-grove, contiguous to G.N.R.; part let, the whole estimated to produce £250 per annum on lease. Solicitors, Messrs. Boulton, Sons, & Sandeman, London.—Walthamstow: Four compact Freehold Dwelling-houses; let at £36 4s. per annum. Solicitors, Messrs. R. J. Child & Son, London.—Islington: Freehold Family Residence; let at £72 10s. Solicitor, Alfred Harris, Esq., London.—Holloway: Corner House, near Nag's Head; rental value £75 per annum. Solicitors, Messrs. Tozer, Whidborne, & Dell, Dawlish, South Devon.—Muswell Hill: Semi-detached Villa Residence; rental value £65. Solicitor, H. S. Knight-Gregson, Esq., London. (See advertisements, this week, p. 5.)

RESULT OF SALE.

Messrs. C. C. & T. Moore sold at the Mart, on Thursday last, 3 Freehold Shops in the Mile End-road, producing £148 per annum, for £3,205; a Freehold Residence and Land at Buckhurst Hill, £1,400; a Freehold House in Hamfrith-road, Stratford, £870; a small Freehold Cottage in Woodhouse-road, Leytonstone, £270; a Leasehold Residence in Forest-drive, Leytonstone, £480; a Freehold Building Site in Rotherhithe, £600; 6 Houses in Wellesley-street, Stepney, £880. The total of the day's sale was £7,665.

WINDING UP NOTICES.

London Gazette.—Friday, July 5.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Beydon Co, Limited (in Liquidation)—Creditors are required, on or before Aug 16, to send their names and addresses, and the particulars of their debts or claims, to Sidney Pears, 14, George st, Mansion House Crosley & Burn, 2, Moorgate st bldgs, solors

Commercial Albumen Co, Limited—Petn for winding up, presented July 1, directed to be heard on July 17 Benham & Meyer, Suffolk House, Laurence Pountney hill, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 16

Duthoit Brothers, Limited—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Charles Edwin Bradley, Huntriss chmbrs, Scarborough

Grosny Petroleum Co, Limited—Petn for winding up, presented June 28, directed to be heard July 17 Tippetts, 11, Maiden ln, Queen st, solors for petner Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 16

Hillier & Son, Limited, of Wells, Somerset, Brush and Chair Manufacturers (in Voluntary Liquidation)—Creditors are required, on or before August 12, to send their names and addresses, and the particulars of their debts and claims, to W H Palmer, York bldgs, Bridgwater

Kalgoorlie Power Syndicate, Limited—Creditors are required, on or before August 16, to send their names and addresses, and the particulars of their debts or claims, to Henry James Dixon, 257, Winchester House, Old Broad st Blair & Girling, Wool Exchange, Basinghall st, solors to the liquidators

KELTIE CYCLE CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Aug 1, to send in their names and addresses, and particulars of their debts or claims, to Thomas Wallace, 42, Moseley st, Newcastle upon Tyne, Maughan & Hall, Newcastle upon Tyne, solors for liquidator

THE LADY MARGARET GOLD MINING CO, LIMITED—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to Henry St John Hodges, Finsbury House, Bloomfield st

MOZAMBIQUE GOLD LAND AND CONCESSIONS CO, LIMITED—Creditors are required, on or before Aug 6, to send their names and addresses, and the particulars of their debts or claims, to Frederick William Wicks, 317, Winchester House, Old Broad st

NEWMAN'S EXPLORATION CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before before July 30, to send their names and addresses, and the particulars of their debts or claims, to Ebenezer William Ayers, 18, St Swithin's lane. Burn & Berridge, 11, Old Broad st, solors for liquidator

ROUGHDALES BRICK AND COAL CO, LIMITED—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims to Robert Moreton Bell, 2, Grove rd, Fairfield, Liverpool. Oppenheim & Malkin, St Helens, solors to liquidator

THOMAS PERKINS & SONS, LIMITED—Creditors are required, on or before Aug 14 to send their names and addresses, and the particulars of their debts or claims, to Frederick Madeley, 163, High st, Burton on Trent. Taylor & Wheatcroft, Burton on Trent, solors for liquidator

London Gazette.—TUESDAY, July 9.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

HAVANT TOWN HALL CO, LIMITED—Creditors are required, on or before July [illegible], to send in their names and addresses, and the particulars of their debts or claims, to William Robert Graham, West st, Havant

KLERKSDORP GOLD MINING AND DIAMOND CO, LIMITED—Creditors are required, on or before Aug 16, to send their names and addresses, and the particulars of their debts or claims, to William Henry Brown, 34 and 36, Gresham st Francis & Johnson, 66 Winchester st, solors for the liquidator

LEWIS & CO, LIMITED—Creditors are required, on or before Aug 26, to send their names and addresses, and the particulars of their debts or claims, to William Barclay Peat, 3, Lothbury. Webb & Co, Essex st Strand, solors for the liquidator

PARIS RAILWAY GUIDE SYNDICATE, LIMITED—Creditors are required, on or before Aug 13, to send their names and addresses, and the particulars of their debts or claims, to Harold Walters, 15, George st, Mansion House. Williams & Co., Laurence Pountney hill, solors to liquidator

PARISH & SONS, LIMITED—Petn for winding up, presented July 6, directed to be heard on July 17. Braby & Macdonald, Dacre House, Arundel st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 16

R. H. BARKER & CO, LIMITED—Creditors are required, on or before Aug 13, to send their names and addresses, and the particulars of their debts and claims, to Fred Miers, Thornes Mills, Wakefield.

TASKER & RICHARDSON, LIMITED—Creditors are required, on or before Wednesday, Aug 21, to send their names and addresses, and the particulars of their debts or claims, to Walter Fred Harris, Bank-chmbrs, Parliament st, Hull Woodhouse & Co, Hull solors for the liquidator

WESTRALIAN MARKET TRUST, LIMITED—Petn for winding up, presented July 3, directed to be heard July 17. Paterson, 16, Finsbury circus, solor for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 16

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 5.

GENESE, LEWIS SAMSON, Gt Portland st, Tailor Aug 10 Hart v Genese, Kekewich, J. Benham & Meyer, Laurence Pountney hill, Cannon st

GIBBONS, ANNE MARIA, Martell rd, West Dulwich July 26 Ashton v Clybouw, Judge, Room No 315, Royal Courts of Justice Coote, 192, Fleet st

London Gazette.—TUESDAY, July 9.

LOWNDES, THOMAS, Wetton, Stafford, Farmer July 19 Wells v Lowndes, Cozens-Hardy, J Challinor, Leek

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, June 28.

APPLEYARD, EDWARD, Pudsey, Yorks, Leather Dealer July 26 Banks & Co, Bradford

BAILEY, HENRY, Pall Mall, Wine Merchant Aug 15 Kingsford & Co, Essex st, Strand

BILLINGHAM, MARIANNE, Dudley July 31 Smith & Co, Dudley

BINNS, JOSHUA, Brompton rd, Timber Merchant July 23 Carr, Gt Tower st

BIRCH, RUPERT, Touchen End, nr Maidenhead Aug 1 Francis & How, Cheaham, Bucks

BLACK, ALEXANDER, Lisbon, Portugal, Merchant July 20 Mason & Co, Lincoln's inn fields

BOUHEY, PHILIPPE, Montzeron, Commune of Toutry, France July 26 Maddisons, Old Jewry

CARISS, THOMAS, York Aug 9 Dent & Sgruton, York

CHAPLIN, HENRY, West Hampstead Aug 7 Smith & Ellis, Theobald's rd

CLARKSON, RALPH, Bolton, Machine Broker July 31 Halliwell & Halliwell, Darwen

COLE, JAMES CONRAD, Cecile Park, Crouch End, Civil Engineer Aug 8 Wild & Wild, Lawrence ln, Cheapside

COVENTRY, CATHARINE, Fordingbridge, Hants July 29 Fulton Salisbury

CRIPPIN, HENRY JAMES, Bristol, Horticultural Engineer July 16 Salisbury & Griffith, Bristol

DOW, JAMES RAMSAY, Betchworth, Surrey, Merchant July 31 Wright, Whitehead's grove, Chelsea

EDWARDS, VERTUE, Woodbridge, Suffolk Aug 10 Steward & Rouse, Ipswich

FOSTER, JOHN, Penkhull, Staffs, Farmer July 23 T & E Slaney, Newcastle, Staffs

GORDON, JOHN, Great Harwood July 31 E & B Haworth, Great Harwood

HADDRELL, WILLIAM, Canton, Cardiff, Pipelayer Aug 1 Hunt & Hunt, Cardiff

HALL THOMAS HUNTER, Wallsend, Joiner July 31 Dickinson & Co, Newcastle on Tyne

HARPER THOMAS RIDGWAY, Twyford July 17 Hearn & Hearn, Buckingham

HEATH, ELIZA, Duffield, Derbys Aug 7 Moore, Duffield

HODGSON, JOHN, Preston, Coachman July 22 Clarke & Co, Preston

INSOLE, MARIA GEORGINA, Llandaff, Glam Aug 31 Williams, Cardiff

JACKSON, HENRY WYLD, Blackheath, Solicitor July 31 Templer & Co, Lombard st

KENNEDY, CHARLES STORR, Ulverston, Lancs Aug 10 Hart & Co, Ulverston

KING, MATTHEW, Keeu's yd, Highbury July 20 Reader & Co, Moorgate st

KNIGHT, EMMA, Horsham July 24 Medwin & Co, Horsham

KRUSSMANN, MARY, Hastings July 30 Cripps & Co, Tunbridge Wells

LEE, EUPHEMIA, Sidmouth July 26 Pearce, Devereux bldgs, Devereux ct, Strand

MANZI, CHARLES, Grange rd, Bermondsey, Licensed Victualler July 27 Sydney, Renfrew rd, Lambeth

MARSHALL, EMMA, Barking Aug 31 Bodman, Barking

MARSLAND, JOSEPH, Bishopsgate st Without July 31 Baker & Co, Cannon st

MATURIN ANNE AUGUSTA, Leamington July 20 Wright & Co, Leamington

MAYS ALFRED HENRY, Barking, Licence Holder Aug 31 Bodman, Barking

MOLINEUX, ALICE, Southport Aug 10 Littler, Manchester

MOORS, ARTHUR, Ashton under Lyne, Beerseller July 20 Richards & Hurst, Ashton under Lyne

MOSS, JOSEPH THOMAS HASSALL, Fenton, Staffs July 6 Day, Stoke on Trent

NICOLINI, ERNEST CHARLES ANTONIO, HM Consul General at Rio de Janeiro, Brazil Aug 1 Fishers, Essex st, Strand

PALMER, WILLIAM WADE, Princes av, Muswell Hill, Solicitor Aug 6 Arthur, Queen Victoria st

PETERS, GORDON DONALDSON, Moorgate Works, Moorfields, Contractor July 31 Twyford, Moorgate st

RAMOS, ISAAC, Brondesbury Aug 1 Langhams Bartlett's bldgs, Holborn cir

RICHARDSON, JOHN WILLIAM TEALE, Kirton in Lindsay, Lincs, Farmer July 26 Howell & Son, Kirton in Lindsay

ROSE, CHARLES, Wallasey, Chemist Aug 9 Killey, Liverpool

SANDERSON, FRANCIS ARTHUR, Mansfield, Ironfounder July 27 Smith, Mansfield

SARGINSON, WILLIAM, Barrow in Furness July 19 Fawcett & Unsworth, Morecambe

SIMMS, MARY CAROLINE, Brighton Aug 5 Stuckey & Co, Brighton

SKIRROW, SARAH ANN, Shipley, Yorks July 31 Skirrow, Shipley

SMITH, WILLIAM, St Helens, Mineral Water Manufacturer July 20 Massey, St Helens

SMITHERS, LOUISA, Anerley Aug 31 Jones, Ludgate hill

STORER WILLIAM FOSTER, Beeston, Ironmonger's Assistant July 27 Turner & Co, Nottingham

TAY, MARIA, Wolverhampton Aug 1 Shelton & Co, Wolverhampton

TAYLOR, JAMES, Gt Portland st, St Marylebone, Bootmaker Aug 12 Comins, Gt Portland st

WOODHOUSE, MARY ANN, Sheffield, Beerhouse Keeper July 27 Wing, Sheffield

YOUNG, JOHN, Ledbury rd Aug 1 Perkins & Weston, Gray's inn sq

London Gazette.—FRIDAY, July 2.

BARRETT, HANNAH, Grasmere, Westmorland July 25 Brown & Co, Southport

BINGHAM ELIZA REBECCA Tunbridge Wells Aug 15 Winter & Co, Bedford row

BRADBURY, JOHN, Audenshaw, Lancs July 20 Richards & Hurst, Ashton under Lyne

BRANTON, JANE Colchester July 27 Synnot, Manningtree, Essex

BURGESS, WILLIAM, Prestwich, Lancs Aug 10 Grundy & Co, Manchester

BURRIDGE, AMELIA, Hawkchurch, Devon Aug 1 Forward & Son, Axminster

CARNE, CAROLINE, Penzance, Cornwall July 29 Borlase & Co, Penzance

CHAMBERLAIN, JANE, St Osyth, Essex July 31 Page, Colchester

CLAYTON, FRANCIS WHALEY, New Malden, Surrey Aug 3 J A & H E Farnfield, Lower Thames st

CLEWS, JOHN, Aston juxta Birmingham Sept 29 Canning & Canning, Birmingham

CRANKSHAW, MOSES, Bolton, Beerseller Aug 1 Butler, Bolton

DAVIES, GEORGE WILLIAM, Liverpool Aug 16 Horrocks & Christian Jones, Liverpool

DIXCEE, THOMAS HENRY, Bermondsey, Engineer July 23 Cohen, Ironmonger la

EADON, ELLEN, Crookes, Sheffield Aug 1 Broomhead & Co, Sheffield

ELLIS, ELIZABETH LOUISE, Liverpool Aug 8 Quiggin & Brothers, Liverpool

ELLISON, JOHN, Preston July 31 Forshaw & Parker, Preston

FARRELL, JOHN, Clapham rd July 30 Parkes & Powell, Chancery la

FLUCK, THEODORE GRAHAM, Brownswood rd, Finsbury park Aug 2 Mellor & Co, Colman st

FRAPE, HENRY DAVID, Brighton, Solicitor July 27 Goodman, Brighton

GLUBB, WILLIAM FREDERICK, Gt Torrington, North Devon Aug 1 Matthews, Hereford

GRAHAM, ANN, Beckenham July 15 Goodman, Brighton

HAYMAN, EDWARD, Wall, nr Lichfield, Staffs, Miller Aug 31 Russell, Lichfield

HOLMAN, Rev WILLIAM HENRY, Bournemouth July 31 Rudall, Watling st

HOLT, JOHN, Huddersfield, Cloth Shrinker July 27 Wilmhurst & Stones, Huddersfield

HUBBARD, EDWARD, Oldham Shoemaker July 12 Garside, Oldham

HUMPHREYS, THOS POWELL, Rhayador, Radnor July 28 Vaughan, Builth

JOHNSON, LYDIA, Cambridge July 31 Foster, Cambridge

KELSALL, JOSEPH, Chorlton cum Hardy, Lancs, Merchant's Buyer July 13 Watson & Booth, Manchester

LANGDON, JOHN RICHARD GIBB, Hoylake, Chester, Army Contractor Aug 14 McKenna Liverpool

LEONARD, THOMAS, Bristol, Butcher Aug 17 Tarr & Sons, Bristol

LORD, THOMAS, Middlesbrough, Timber Merchant July 18 Lewis, Middlesbrough

LUCAS, JOEL, Tavistock, Devon, Mine Agent July 28 Mathews, Tavistock

MADDOCK, Rev HENRY EDWARD, Patrington, Yorks Aug 1 Woodhouse, Hull

MATTHEWS, JOHN Bath Aug 3 Stone & Co, Bath

MEASOM, GEORGE SAMUEL, Isleworth Aug 10 Trinder & Co, Leadenhall st

PAIN, SILVIA, Cheltenham Aug 16 Billings, Cheltenham

POOLEY, RICHARD, Norwich Sept 30 Keith & Co, Norwich

RAALTE, JOEL VAN, Fenchurch st, Cigar Merchant Aug 1 Hextalls, Martin's la, Cannon st

ROBERTS THEOBALD PEPPER, Northumberland pl, Bayswater Aug 7 Palmer & Bull, Bedford row

ROSCOE, WILLIAM EDWIN, Walkden, Lancs, Colliery Proprietor Monks & Co, Bolton

SIGGERS, CHARLES WILLIAM, Catford, Jobmaster Aug 15 C & E Woodroffe, Eastcheap

SLATER, ANN CATHERINE, Bethnal Green Aug 12 East, Basinghall st

SMITH, ANDREW THOMAS, Liverpool Aug 10 Hosking, Liverpool

SMITH, JOSEPH, Chesterton, Brick Manufacturer July 20 Griffith, Newcastle, Staffs

TROMET, MARTHA ANN, Colchester July 29 Wittey & Denton, Colchester

TURNBULL, EMMA RUSSELL, Reigate Aug 1 Freshfields, New Bank bldgs, Old Jewry

WATSON, HAYLOCK, Ely Aug 9 Archer & Archer, Ely

WILBRAHAM, LOUISA, Langley, Bucks July 29 Brodie & Bonham-Carter, Regent st

WILLINGTON, THOMAS Twickenham Aug 12 East Basinghall st

WRIGHT, JOHN, Dalfield, Yorks, Draper Aug 13 Bury & Walker, Barnsley

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, July 5.

RECEIVING ORDERS.

AMBLER, ARTHUR. Shipley, Yorks, Watchmaker Bradford Pet July 1 Ord July 1

ANDREWS, WALTER HERMAN, Eastbourne High Court Pet March 11 Ord July 1

BENNETT, ESTHER, Gt Grimsby, Picture Frame Manufacturer Gt Grimsby Pet June 20 Ord July 1

BERESFORD, HUGH WHELER, Beaumont cres, West Kensington High Court Pet May 25 Ord July 2

BESTOW, THOMAS ISAAC, Nottingham, Florist Nottingham Pet July 1 Ord July 1

BREARLEY, JAMES, Batley, Yorks Dewsbury Pet July 1 Ord July 1

BUCKINGHAM, CHARLES, Luton, Straw Hat Manufacturer Luton Pet July 3 Ord July 3

CAUDWELL, HARRY, Chippenham mews, Paddington, Cab Repairer High Court Pet July 3 Ord July 3

CLAPHAM, HARRY, Brighton High Court Pet April 24 Ord May 6

COX, WILLIAM JOSEPH, Great Dodford, nr Bromsgrove, Bricklayer West Bromwich Pet July 3 Ord July 3

DAVIES, GEORGE, Bilston, Staffs, Licensed Victualler Wolverhampton Pet July 2 Ord July 2

EDWARDS, GEORGE, Liscard, Cheshire, Vaccination Officer Birkenhead Pet July 2 Ord July 2

FORSYTH, JOHN G, Bootle, Timber Merchant Liverpool Pet June 17 Ord July 2

FOX, SAMUEL, Tynewydd, Ogmore Valley, Glam, Grocer Cardiff Pet July 2 Pet July 2

HALL, JOHN, Folkestone, Fishmonger Canterbury Pet July 1 Ord July 1

JONES, RICHARD, Bridgend, Glam, Confectioner Cardiff Pet June 28 Ord June 28

LEMIN, JAMES, Redruth, Cornwall, Confectioner Truro Pet July 2 Ord July 2

LEWIS, MAURICE, Lewisham High rd, Kent, Tailor Greenwich Pet June 11 Ord July 2

LONG, SAMUEL CHRISTOPHER, Southsea, Toy Dealer Portsmouth Pet July 2 Ord July 2

MARCHANT, SAMUEL, Liverpool, Blacking Manufacturer Liverpool Pet June 15 Ord July 3

MORGAN, DANIEL, Rhymney, Mon, Draper Tredegar Pet July 2 Ord July 2

OWEN, OWEN, Barmouth, Merioneths, Builder Aberystwith Pet May 31 Ord July 3

PHILLIPS, JOB, Blaenavon, Mon, Draper Tredegar Pet July 1 Ord July 1

PRITCHARD, ROBERT EDWARD, Llanfairpwllgwyngyll, Anglesey, Grocer Bangor Pet June 29 Ord June 29

RILEY, WILLIAM ARTHUR, Draycott, Derbys, Corn Merchant Derby Pet July 3 Ord July 3

SHARP, JOSEPH SIDNEY, Morley, Yorks, Commercial Traveller Dewsbury Pet July 1 Ord July 1

TAYLOR, GEORGE HENRY, Leigh, Lancs, Tobacconist Bolton Pet July 1 Ord July 1

WILLIAMS, GEORGE, Northampton, Newsagent Northampton Pet July 2 Ord July 2

WOOD, WILLIAM, Oldham, Builder Oldham Pet June 29 Ord July 1

FIRST MEETINGS.

AINLEY, ERNEST, Halifax, Jeweller July 12 at 2.30 Off Rec, Town Hall chmbrs, Halifax

AMBLER, ARTHUR, Shipley, Yorks, Watchmaker July 12 at 11 Off Rec, 31, Manor row, Bradford

ANDREWS, WALTER HERMAN, Eastbourne July 16 at 2.30 Bankruptcy bldgs, Carey st

BERESFORD, HUGH WHELER, Beaumont cres, West Kensington July 18 at 11 Bankruptcy bldgs, Carey st

BOOTH, ELIZABETH, Hyde, Cheshire July 12 at 2.30 Off Rec, Byrom st, Manchester

BOURTON, DAVID HENRY, Lydiard Millicent, Wilts, Beerhouse Keeper July 12 at 12 Off Rec, 38, Regent circus, Swindon

BRAKE, WILLIAM, Chedzoy, Somerset, Yeoman July 12 at 11 W H Tamlyn, High st, Bridgwater

BRAYBROOKS, ALFRED, Bedford, Florist July 12 at 12.30 Off Rec, Bridge st, Northampton

BRUCE, CHARLES EDWIN, Newcastle, General Dealer July 12 at 11.30 Off Rec, 30, Mosley st Newcastle on Tyne

BURWELL, GEORGE PATTRICK, Kingston upon Hull, Commercial Traveller July 12 at 11.30 Off Rec, Trinity House ln, Hull

CLAPHAM, HARRY, Brighton July 16 at 12 Bankruptcy bldgs, Carey st

CRAIGEN, JAMES ROBERT, West Green rd, Tottenham, Draper July 16 at 3 Off Rec, 95, Temple chmbrs, Temple av

EDMONDS, JASPER, Swindon, Farmer July 12 at 11.30 Off Rec, 38, Regent circus, Swindon

FITTON, JOHN JAMES, Burnley, Clogger July 12 at 3 Off Rec, 14, Chapel st, Preston

FLETCHER, PETER Cockermouth, Tanner July 19 at 2 45 Court house, Cockermouth

GOODMAN, THOMAS PHILLIP, Swindon, Painter July 12 at 11 Off Rec, 38, Regent circus, Swindon

GROVE, ALFRED, Kidderminster, Butcher July 16 at 2.15 Spencer Thursfield, Solicitor, 12, Oxford st, Kidderminster

GUERRANI, G, Dean st, Soho, Restaurant Keeper July 17 at 12 Bankruptcy bldgs, Carey st

HILL, R MARKHAM, Eastholme, Lincs July 17 at 12 Bankruptcy bldgs, Carey st

HUNTER, CATHERINE, Halifax, General Dealer July 12 at 3 30 Off Rec, Townhall chmbrs, Halifax

HUNTRODES, JANE, and ESTHER HUNTRODES, Blackpool, Drapers July 12 at 2.30 Off Rec, 14, Chapel st, Preston

LAKE, JAMES WILLIAM, Garvestone, Norfolk, Farmer July 13 at 12 Off Rec, 8, King st, Norwich

LEEDS, OGLANDER GEORGE MONTAGUE, Bridport, Dorset, Solicitor July 12 at 1.30 Off Rec, Endless st, Salisbury

LONG, SAMUEL CHRISTOPHER, Southsea, Toy Dealer July 12 at 3 Off Rec, Cambridge junc, High st, Portsmouth

MARTIN, S H, Bucklersbury, Mortgage Agent July 16 at 12 Bankruptcy bldgs, Carey st

MOORHEAD, JAMES, Cardiff, Shipping Agent Bankruptcy bldgs, Carey st

NUTTER, WALTER, Greetland, nr Halifax, Tailor July 12 at 3 Off Rec, Townhall chmbrs, Halifax

O'HARA, THOMAS, Blackpool, Grocer July 12 at 3.30 Off Rec, 14 Chapel st, Preston

STEVENSON, JAMES, Uppingham, Rutland, Baker July 12 at 12 30 Off Rec, 1, Berridge st, Leicester

STONE, JOSEPH, Cromford, Derbys, Grocer July 13 at 11 Off Rec, 47, Full st, Derby

SUFFIELD, JOHN, Worcester, Licensed Victualler July 12 at 10.30 45, Copenhagen st, Worcester

TAYLOR GEORGE HENRY, Leigh, Lancs, Tobacconist July 15 at 3 Off Rec, Exchange st, Bolton

WATSON, JAMES RENNEY, and RICHARD WILLIAM BIRD, Kingston upon Hull, Shipbuilders July 12 at 11 Off Rec, Trinity House ln, Hull

Amended notice substituted for that published in the London Gazette of July 2:

HAMS, GEORGE WHITFIELD, Lowestoft, Smackowner July 9 at 10.30 Lovewell Blake, South Quay, Gt Yarmouth

ADJUDICATIONS.

AMBLER, ARTHUR, Shipley, Watchmaker Bradford Pet July 1 Ord July 1

BENNETT, ESTHER, Gt Grimsby, Picture Frame Manufacturer Gt Grimsby Pet June 20 Ord July 2

BERESFORD, BETON ROBERT DE LA POER HORSLEY, Cadogan gdns High Court Pet March 18 Ord July 1

BESTOW, THOMAS ISAAC, Nottingham, Florist Nottingham Pet July 1 Ord July 1

BLACK, WILLIAM JAMES GORDON, Mitre ct, Temple, Moneylender High Court Pet May 2 Ord July 1

BOURTON, DAVID HENRY, Lydiard Millicent, Wilts, Beerhouse Keeper Swindon Pet June 5 Ord July 2

BREARLEY, JAMES, Batley, Yorks Dewsbury Pet July 1 Ord July 1

CAUDWELL, HARRY, Chippenham mews, Paddington, Cab Repairer High Court Pet July 3 Ord July 3

CHANCE, JOHN ROBERT CLAYTON, Altenburg gdns, Lavender hill Wandsworth Pet May 21 Ord July 3

COOK, JAMES HERBERT, Shepton Mallet, Somerset, Builder Wells Pet May 23 Ord July 2

COX, WILLIAM JOSEPH, Great Dodford, nr Bromsgrove, Bricklayer West Bromwich Pet July 3 Ord July 3

CRAIGEN, JAMES ROBERT, West Green rd, Tottenham, Draper Edmonton Pet June 28 Ord July 2

DREWITT, GEORGE, Eastbourne, Builder Eastbourne Pet June 29 Ord July 2

EATOCK, JAMES, CHARLES HENRY EATOCK, SAMUEL WRIGHT EATOCK, and THOMAS WINWARD EATOCK, Westhoughton, Lancs, Grocers Bolton Pet June 11 Ord July 2

EDWARDS, GEORGE, Liscard, Vaccination Officer Birkenhead Pet July 2 Ord July 2

FOX, SAMUEL, Tynewydd, Ogmore Valley, Glam, Grocer Cardiff Pet July 2 Ord July 2

HALL, JOHN, Folkestone, Fishmonger Canterbury Pet July 1 Ord July 1

HAMBLIN, CHARLES, Warminster, Wilts, Coal Merchant Frome Pet June 11 Ord July 2

JONES, RICHARD, Bridgend, Glam, Confectioner Cardiff Pet June 28 Ord June 28

LEMIN, JAMES, Redruth, Cornwall, Confectioner Truro Pet July 2 Ord July 2

LONG, SAMUEL CHRISTOPHER Southsea, Toy Dealer Portsmouth Pet July 2 Ord July 2

MORGAN, DANIEL, Rhymney, Mon, Draper Tredegar Pet July 2 Ord July 2

PRITCHARD, ROBERT EDWARD, Llanfairpwllgwyngyll, Anglesey, Grocer Bangor Pet June 29 Ord June 29

RILEY, WILLIAM ARTHUR, Draycott, Corn Merchant Derby Pet July 3 Ord July 3

ROSE, MAURICE, Bounces rd, Lower Edmonton, Draper Edmonton Pet June 8 Ord July 2

SHARP, JOSEPH SYDNEY, Morley, Yorks, Commercial Traveller Dewsbury Pet July 1 Ord July 1

SUFFIELD, JOHN, Worcester, Licensed Victualler Worcester Pet June 27 Ord July 2

TAYLOR, GEORGE HENRY, Leigh, Lancs, Tobacconist Bolton Pet July 1 Ord July 1

WILLIAMS, GEORGE, Northampton, Newsagent Northampton Pet July 2 Ord July 2

London Gazette.—TUESDAY, July 9.

RECEIVING ORDERS.

AINLEY, ERNEST, Halifax, Jeweller Halifax Pet July 1 Ord July 1

ANDREWS, HERBERT, Peterborough Lincoln Pet June 13 Ord July 4

BALLAN, H, James st, Cannon st rd, Grindery Dealer High Court Pet July 4 Ord July 5

BANNISTER, JOHN, Matlock Bank, Glazier Derby Pet July 4 Ord July 4

BRADY, FREDERICK H, Hove Brighton Pet June 26 Ord July 4

BRONTE, TOM EUGENE PRIDEAUX, AMBROSE WHITEHEAD, and ROBERT OLIVER, West Hartlepool, Contractors Sunderland Pet June 26 Ord July 5

CALLENDER, ARTHUR HENRY, West Bromwich, Fitter West Bromwich Pet July 4 Ord July 4

CAPLE, WILLIAM AMBROSE, Leicester, Painter Leicester Pet July 6 Ord July 6

CHAPMAN, HENRY FREDERICK, Oby, Norfolk, Farmer Gt Yarmouth Pet July 4 Ord July 4

COOKE, BRYAN GEORGE DAVIES, Colomendy, nr Mold, Flint, Colonel in HM Army Chester Pet June 20 Ord July 5

CORLETT, WILLIAM HENRY, Pembroke Dock, Licensed Victualler Pembroke Dock Pet July 6 Ord July 6

DANDO, JOSEPH, Cannock, Staffs, Fruiterer Walsall Pet July 4 Ord July 4

DICKENS, CHARLES, Sheffield, File Grinder Sheffield Pet July 6 Ord July 6

DOUGHTY & DEVEREUX, Brook st, Hanover sq, Tailors High Court Pet June 12 Ord July 5

ELLIS, FRANK ERNEST WATTS, Cardiff, Tobacconist Cardiff Pet July 4 Ord July 4

HAYNES, EMMA, Southsea, Lodging house Keeper Portsmouth Pet July 5 Ord July 5

HUMPHREYS, WILLIAM GEORGE, Alvaston, Derbys, late Fishmonger Derby Pet July 4 Ord July 4

KNAGG, ALFRED, Barrow in Furness, Job Lot Buyer Ulverston Pet July 5 Ord June 5

LEESON, FREDRICK, Nuneaton, Grocer Coventry Pet July 6 Ord July 6

MANN, THOMAS, Luton, Straw Hat Manufacturer Luton Pet July 4 Ord July 4

MYERS, GEORGE HENRY, Abbey gdns, St John's Wood, Farmer Tunbridge Wells Pet July 1 Ord July 1

PIGGOTT, HENRY, Masons' Arm yd, Maddox st Regent st, Livery Stable Keeper High Court Pet July 5 Ord July 5

RENNELLS, JOHN WILLIAM, Cardiff, Tobacconist Cardiff Pet June 19 Ord July 3

RICHARDSON, FRANCES, Sheffield, Tobacconist Sheffield Pet May 25 Ord July 4

SALT, ALBERT, Pendleton, Salford, Merchant Salford Pet July 5 Ord July 5

SAUL, JONATHAN, New Benwell, Northumberland, Cabinet Maker Newcastle on Tyne Pet June 19 Ord July 4

SCOTT, M S, Drayton gdns, South Kensington High Court Pet June 11 Ord July 4

SHIPWRIGHT, WALTER, Regent's parade, North Finchley, Stationer Barnet Pet July 4 Ord July 4

SIMPSON, H TRAVIS, Chichester, Corn Merchant Brighton Pet June 17 Ord July 4

SMITH, ANASTATIA, Bradford, Costumier Bradford Pet July 3 Ord July 3

STURGESS, ARTHUR, St Mary's rd, Peckham, Dramatic Author High Court Pet May 21 Ord July 4

THOMAS, WILLIAM SAMUEL, and ARTHUR GASKIN THOMAS, Torquay, Fishmongers Exeter Pet July 4 Ord July 4

WHITLOCK, JOHN LAWSON, Bristol, Tobacconist Bristol Pet July 6 Ord July 6

WILLIAMS, HENERY, Abingdon, Berks, Saddler Oxford Pet July 5 Ord July 5

FIRST MEETINGS.

BEECH, JESSE, Leek, Staffs, Miller July 16 at 11.30 Off Rec, 23, King Edward st, Macclesfield

BESTOW, THOMAS ISAAC, Nottingham, Florist July 16 at 12.30 Off Rec, 4, Castle pl, Park st, Nottingham

BREARLEY, JAMES, Batley, Yorks July 18 at 12 Off Rec, Bank chmbrs, Batley

BUCKINGHAM, CHARLES, Luton, Straw Hat Manufacturer July 18 at 11 Court house, Luton

CAUDWELL, HARRY, Chippenham mews, Paddington, Cab Repairer July 16 at 11 Bankruptcy bldgs, Carey st

DAVIES, DAVID MORGAN, Mynyddyslwyn, Mon, Colliery Agent July 17 at 11 Off Rec, Westgate chmbrs, Newport, Mon

DAVIES, THOMAS, Newport, Mon, Market Gardener July 17 at 12 Off Rec, Westgate chmbrs, Newport, Mon

DUNCAN, WILLIAM HAYDN, and GEORGE MANSON, Cardiff, Hairdressers July 17 at 12 117, St Mary st, Cardiff

EYERS, MARY, Christchurch, Grocer July 16 at 12.45 Off Rec, Endless st, Salisbury

FORSYTH, JOHN G, Bootle, Timber Merchant July 17 at 2 30 Off Rec, 35, Victoria st, Liverpool

FOX, SAMUEL, Tynewydd, Ogmore Valley, Glam, Grocer July 19 at 12.30 117, St Mary st, Cardiff

GUNN, ALEXANDER, Winsford, Grocer July 16 at 12 Off Rec, Newcastle under Lyme

HALL, JOHN, Folkestone, Fishmonger July 25 at 9 Off Rec 68, Castle st, Canterbury

HAWLEY, JOSEPH, and MATHEW HAWLEY, Colne, Builders July 16 at 3.15 Off Rec, Byrom st, Manchester

HAYNES, EMMA, Southsea, Lodging house Keeper July 16 at 3 Off Rec, Cambridge junc, High st, Portsmouth

HELLAWELL, ABRAHAM BROOKE, Morley, Yorks, Overlooker July 18 at 11 Off Rec, Bank chmbrs, Batley

HENSON, MARY JANE, Nottingham July 18 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

JONES, RICHARD, Bridgend, Glam, Confectioner July 18 at 12.30 117, St Mary st, Cardiff

LANGGAARD, JENS HENRI, Liverpool, Master Mariner July 17 at 12.30 Off Rec, 35, Victoria st, Liverpool

LEMIN, JAMES, Redruth, Cornwall, Confectioner July 17 at 12 Off Rec, Boscawen st, Truro

MADDOCK, JOHN HENRY, Southport, Lancs, Upholsterer July 16 at 10.30 Off Rec, 35, Victoria st, Liverpool

NASSIF, PAUL NICHOLAS, Portsdown rd, Maida Vale, Commission Agent July 16 at 2.30 Bankruptcy bldgs, Carey st

NICHOLSON, HENRY WHALLEY, Aldershot Camp, Captain n HM Army July 17 at 12 24, Railway app, London Bridge

NOBLETT, MATTHEW, Blackburn, Corn Miller July 17 at 10.30 County Court house, Blackburn

PARR, CHARLES, Hop Exchange, Southwark, Solicitor July 17 at 12 Bankruptcy bldgs, Carey st

PASK, ARTHUR T, Leigh, Essex July 17 at 3 95, Temple chmbrs, Temple av, London

PEACE, VERNON, Sheffield, Printer's Engineer July 16 at 12 Off Rec, Figtree ln, Sheffield

PICTON, PERCIVAL PRYCE, Ramsgate, Boarding house Keeper July 18 at 12 Bankruptcy bldgs, Carey st

PROTHEROE, JOHN, Pontymister, Beer Retailer July 17 at 11.30 Off Rec, Westgate chmbrs, Newport, Mon

REAVILLE, ARTHUR, Birmingham, Perambulator Maker July 17 at 12 174, Corporation st, Birmingham

RIDGWAY, BALDWIN LLEWELLYN, Macclesfield, Mechanic July 16 at 11 Off Rec, 23, King Edward st, Macclesfield

ROSS, DAVID SINCLAIR, Handforth, Cheshire, Licensed Victualler July 18 at 12.15 Off Rec, County chmbrs, Market pl, Stockport

SAUL, JONATHAN, New Benwell, Northumberland, Cabinet Maker July 16 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

SIMPSON, H TRAVIS, Chichester, Corn Merchant July 17 at 3.30 Dolphin Hotel, Chichester

SMITH, ANASTATIA, Bradford, Costumier July 17 at 11 Off Rec, 31, Manor row, Bradford

SOLOMON, ABRAHAM, Birmingham, Tailor July 17 at 11 174, Corporation st, Birmingham

STEEL, CHARLES BAZALGETTE, Newport, Mon, Bridge Engineer July 17 at 12.30 Off Rec, Westgate chmbrs, Newport, Mon
STEEL, E, Marlborough, Coal Merchant July 19 at 2 Off Rec, 38, Regent cir. Swindon
SULLIVAN, PATRICK, Widnes, Grocer July 17 at 12 Off Rec, 35, Victoria st, Liverpool
VALENTINE & Co, Tooley st, Produce Commission Merchants July 17 at 2.30 Bankruptcy bldgs, Carey st
WEAVER, NICHOLSON JOSEPH, Birchin ln, Company Promoter July 18 at 2 30 Bankruptcy bldgs, Carey st
WILLIAMS, GEORGE, Northampton, Newsagent July 17 at 11.30 Off Rec, Bridge st, Northampton

ADJUDICATIONS.

AINLEY, ERNEST, Halifax, Jeweller Halifax Pet July 1 Ord July 1
BANNISTER, JOHN, Matlock Bank, Derbys, Plumber Derby Pet July 4 Ord July 4
BULLIVANT, WILLIAM ROBINSON, Newcastle on Tyne Newcastle on Tyne Pet June 27 Ord July 2
CAPLE, WILLIAM AMBROSE, Leicester, Painter Leicester Pet July 6 Ord July 6
CHAPMAN, HENRY FREDERICK, Oby, Norfolk, Farmer Gt Yarmouth Pet July 4 Ord July 4
COOK, HERBERT KENDALL, Marylebone rd High Court Pet May Ord July 5
CORLETT, WILLIAM HENRY, Pembroke Dock, Licensed Victualler Pembroke Dock Pet July 6 Ord July 6
DANDO, JOSEPH, Cannock, Staffs, Fruiterer Walsall Pet July 4 Ord July 4
DAVIES, GEORGE, Bilston, Staffs, Licensed Victualler Wolverhampton Pet July 2 Ord July 4
DICKENS, CHARLES, Sheffield, File Grinder Sheffield Pet July 6 Ord July 6
ELLIS, FRANK ERNEST WATTS, Cardiff, Hairdresser Cardiff Pet July 4 Ord July 4
FRANCIS, ARTHUR STOPFORD, Berkeley st, Piccadilly, Solicitor High Court Pet April 29 Ord July 5
GUERMANI, GIULIO, Dean st, Soho, Restaurant Keeper High Court Pet June 3 Ord July 5
HAYNES, EMMA, Southsea, Lodging house Keeper Portsmouth Pet July 5 Ord July 5
HUMPHREYS, WILLIAM GEORGE, Alvaston, Derby Derby Pet July 4 Ord July 4
HURST, SYDNEY ROBERT, New sq, Lincoln's inn, Solicitor's Clerk High Court Pet June 14 Ord July 5
JONES, THOMAS WILLIAM, West Bromwich, Corn Merchant West Bromwich Pet April 27 Ord July 5
LEESON, FREDERICK, Nuneaton, Grocer Coventry Pet July 6 Ord July 6
MONK, FRANCIS H E, Streathbourne rd, Upper Tooting Wandsworth Pet May 23 Ord July 6
MYERS, GEORGE HENRY, Abbey gdns, St John's Wood, Farmer Tunbridge Wells Pet July 1 Ord July 1
OWEN, WILLIAM, Woking, Engineer Guildford Pet May 11 Ord July 6
PEACE, VERNON, Sheffield, Printer's Engineer Sheffield Pet June 10 Ord July 4
PHILLIPS, JOB, Blaenavon, Mon, Draper Tredegar Pet July 1 Ord July 4
PIGGOTT, HENRY, Maddox st, Regent st, Livery Stable Keeper High Court Pet July 5 Ord July 5
SALT, ALBERT, Pendleton, Salford, Lancs, Merchant Salford Pet July 5 Ord July 5
SAUL, JONATHAN, New Benwell, Northumberland, Cabinet Maker Newcastle on Tyne Pet June 19 Ord July 5
SHIPWRIGHT, WALTER, North Finchley, Stationer Barnet Pet July 4 Ord July 4
SIMPSON, H TRAVIS, Chichester, Corn Merchant Brighton Pet June 17 Ord July 6
SMITH, ANASTATIA, Bradford, Costumier Bradford Pet July 3 Ord July 3
SOLOMON, ABRAHAM, Birmingham, Tailor Birmingham Pet June 25 Ord July 3
STUART, GEORGE, Camden st Camden Town, Builder High Court Pet June 29 Ord July 4
SYSON, FRANK, and JAMES SEYMOUR CLINCH, Liverpool, Outfitters Liverpool Pet June 21 Ord July 4
THOMAS, WILLIAM SAMUEL, and ARTHUR GASKIN THOMAS, Torquay, Fishmongers Exeter Pet July Ord July 4
TOMKINS, GEORGE JOHN, Ilford, Builder High Court Pet Sept 22 Ord July 4
WHITE, WILLIAM, Great Portland st, Licensed Victualler High Court Pet June 11 Ord July 5
WILLIAMS, HENERY, Abingdon, Berks, Saddler Oxford Pet July 5 Ord July 5

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